

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

A COPY OF THE PROCEEDINGS OF A COURT MARTIAL,

FOR

THE TRIAL OF COLONEL WILLIAM KING,

OF THE FOURTH INFANTRY,

AND SUNDRY ORDERS AND DOCUMENTS CONNECTED THEREWITH.

MAY 3, 1820.

Read, and referred to the Committee on Military Affairs.

WASHINGTON :

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1820.

1871

LETTER

TO THE HONORABLE SECRETARY OF THE

NAVY

FROM THE HONORABLE SECRETARY OF THE

NAVY

IN ANSWER TO A LETTER FROM THE

HONORABLE SECRETARY OF THE

NAVY DATED 10TH JANUARY 1871

JAN 11 1871

RECEIVED BY THE SECRETARY OF THE

NAVY

WAR DEPARTMENT,

MAY 2d, 1820.

SIR:—Conformably to a resolution of the House of Representatives, of the 18th of April last, I have the honor to transmit a copy of the proceedings of the court martial, in the trial of Colonel William King, of the fourth infantry, and a copy of orders and documents connected therewith.

I have the honor to be,

Very respectfully,

Your obedient servant,

J. C. CALHOUN.

*To the SPEAKER of the
House of Representatives.*

1940

WAB 10-1-1940

The following is a list of the names of the persons who were present at the meeting of the Board of Directors of the American Board of Christian Commissioners for India, held on the 1st day of October, 1940, at the Hotel Cecil, London.

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1. Mr. J. H. ...

ADJUTANT GENERAL'S OFFICE,

Nashville, September 2, 1819.

Head Quarters, } Division Order.
Division South. }

A general court martial will convene at fort Charlotte, Mobile, Alabama Territory, on the 25th day of October next, or as soon thereafter as practicable, for the trial of Colonel William King, of the fourth regiment of infantry, and such prisoners as may be brought before it; the court will consist of seven members and three supernumeraries, as follows, viz:

PRESIDENT.

Brevet Brigadier General Daniel Bissell.

MEMBERS.

Lieut. Colonel William Lindsay,	Lieut. Colonel M. Arbuckle,
Lieut. Colonel William M'Crea,	Major J. B. Many,
Major James Bankhead,	Brevet Maj. A. C. W. Fanning.

SUPERNUMERARY MEMBERS.

Brevet Major E. Montgomery,	Captain Francis L. Dade.
Major J. N. M'Intosh,	

S. D. Hays, Esquire, *Judge Advocate of Division.*

The attendance of all witnesses is required to be promptly given on the official summons of the judge advocate. A suitable non-commissioned officer will be ordered from the fourth infantry, to attend the court as orderly; also, a clerk, to report to the judge advocate.

By order of Major General Jackson:

ROBERT BUTLER, *Adj. Gen.*

MOBILE, ALABAMA TERRITORY,

October 25, 1819.

Pursuant to the foregoing order the following members attended,
viz:

Lieutenant Colonel M. Arbuckle, }
Brevet Major A. C. W. Fanning, } *Members.*

Brevet Major E. Montgomery, }
Captain F. L. Dade, } *Supernumerary Members.*

On the 26th S. D. Hays, judge advocate of division, also attended, who being unable to form a court, and viewing that event uncertain, from the absence of the president and so many members, from whom nothing had been heard, and owing to the prevalence of a malignant fever, which was then raging with great violence in the town, those present thought it most adviseable to return to the country to await the arrival of the president of the court and other members, or an order from the General of Division on the subject, which was daily expected.

Colonel Lindsay and Major Bankhead, who had arrived at cantonment Montpelier, the first on the 25th and the last on the 27th October, thought it imprudent and unnecessary to proceed further under the then circumstances of the case.

 ADJUTANT GENERAL'S OFFICE,

October 20, 1819.

*Head Quarters, }
Division South. } Division Order.*

Information having been received that the yellow fever has visited the town of Mobile; it is, therefore, ordered, that the general court martial required to convene at that place, for the trial of Colonel William King, be convened at cantonment Montpelier as soon as practicable; to prevent any unnecessary delay arising from the absence of General Bissell, which may occur from the state of his health, the officer next in rank will, in that case, preside.

By order:

ROBERT BUTLER, *Adj. Gen.*

In conformity with the above order the following members of the court met, viz:

MEMBERS.

Lieutenant Colonel Wm. Lindsay, Major James Bankhead,
Lieutenant Colonel M. Arbuckle, Brev. Maj. A. C. W. Fanning.

SUPERNUMERARY MEMBERS.

Brevet Maj. E. Montgomery, and Captain F. L. Dade.

S. D. Hays, *Judge Advocate of Division.*

Who, being unable to form a court, were compelled to delay proceeding until the arrival of the members. On the 15th November, Majors Many and M'Intosh arrived at Mobile, from which place they proceeded to cantonment Montpelier, where they arrived on the 18th November. Major Many alleged, as the cause of his delay, that the state of his health did not admit of a more prompt obedience to the order of the 2d September. Major M'Intosh stated, that he did not receive the order of the 2d September until the 30th October, five days after the period at which the court was to have assembled; that when he received it, he was on the military road, and used all diligence to reach the place of session.

CANTONMENT MONTEPELIER,

Monday, 23d November, 1819.

Court met.—Present,

PRESIDENT.

Lieutenant Colonel William Lindsay.

MEMBERS.

Lieut. Colonel M. Arbuckle, Major J. B. Many,
Major James Bankhead, Brevet Maj. A. C. W. Fanning,
Brevet Maj. E. Montgomery, Major J. N. M'Intosh, and

Captain F. L. Dade, *Supernumerary Member.*

S. D. Hays, *Judge Advocate.*

The court being duly sworn, in the presence of the prisoner, proceeded to the trial of Colonel William King, of the fourth regiment United States' infantry, who, being previously asked if he had any objections to the members constituting the court, and replying in the negative, was arraigned on the following charges and specifications, preferred against him by Major John B. Hogan, Paymaster fourth regiment United States' infantry, prosecutor.

CHARGE 1. Violation of the 14th article of the Rules and Articles of War, by making and signing a false certificate with respect to his pay.

Specification 1. In this, that the said colonel King did keep and employ Elijah Holland, a private soldier of the 4th regiment United States' infantry, as his coachman and wagoner, during the months of August and September, 1818, and, at the same time, charging the United States for the pay of two private servants, viz: Cyrus and Tom, and Cyrus and Nan, and certified on his honor that he did not, for and during any part of the said time, (August and September, 1818,) use or employ, in his service, any soldier of the line of the army, as a waiter or servant, thereby certifying and signing a false certificate with respect to his pay.

Specification 2. In that the said colonel King did receive forage in kind, from the quartermaster of the 4th infantry, during the months of July and August, 1818, at Pensacola, and charged, in his pay account, for the forage of four horses, for the said months of July and August, 1818, amounting to \$64, or thereabouts, and certifying, on his honor, that he did not receive forage in kind for and during any part of the said time, viz: the months of July and August, 1818, thereby signing a false certificate with respect to his own pay.

Specification 3. In this, that the said colonel King did charge, in his pay account, for double rations, as commanding officer of the 8th Military Department east of the Alabama, for the months of October and December, 1818, and January, 1819, for the whole period, although he was absent out of the department on the 6th October, 1818, and on the 3d and 4th days of January, 1819, at Mobile, and 2d, 3d, and 4th days of December, 1818, travelling to, and from, and remaining at, St. Stephens, and made no deductions, nor gave any credit, but did certify, on his honor, his account to be accurate and just, when, in fact, he had overcharged.

CHARGE 2. Conduct unbecoming an officer and a gentleman.

Specification 1. That the said colonel King did enter into private contracts with certain non-commissioned officers of his regiment, to become overseers of his negroes, and discharged them several months anterior to the expiration of their term of service, viz: sergeant William Gary about five months, sergeant Joel Whetton about three months, and sergeant Latta one month.

Specification 2. That the said colonel King did charge, in his pay account of August and September, 1818, for two private servants, and certified, on his honor, that he did not use or employ any soldier of the line of the army, for and during said period, when, in fact, he did keep and employ Elijah Holland, a private of the 4th infantry, as his coachman and wagoner, during the months of August and September, 1818.

Specification 3. In this, that the said colonel King certified, on his honor, that he did not receive forage in kind, for or during the months of July and August, 1818, thereby to draw, from the paymaster of

the 4th infantry, the allowance in money, when, in fact, he did draw forage in kind.

Specification 4. In this, that the said colonel King did write a letter to John B. Hogan, paymaster of the 4th infantry, on or about the 14th of January, 1819, and forwarded it by corporal Clarke, couched in the following words and figures, and which is hereto attached, and makes part of this specification, viz :

My dear sir : I set out for Pensacola to-morrow, and must ask of you the loan of \$300 until pay day : the failure to sell my cotton will lay me under the necessity to use here part of the money I had intended to lay out in Maryland for negroes; this I must raise by letting Nelson have a bill on Baltimore for \$1000, but, as it is possible he may be unable to raise all the money, will you assist us by making him an advance until pay day, out of which you shall be refunded what you have been so good as to loan me.

Yours, sincerely,

W. KING.

To Major J. B. Hogan, Montgomery, per corporal Clarke.

Thereby inducing the said J. B. Hogan, paymaster, to accommodate him, the colonel of his regiment, with \$1000, and, the month following, contrary to every principle of the gentleman and man of honor, he, the said colonel King, among other charges, preferred against the said John B. Hogan, produces that of a violation of the 39th article of the rules and articles of war, and specifies this particular act of friendship as a public crime.

Specification 5. In this, that the said colonel King, contrary to his duty as an officer, and in violation of the principles of a gentleman, did, on or about the 2d March, 1819, obtain from lieutenant A. M. Houston, acting assistant deputy quartermaster general, duplicate receipts for the sum of \$1,677, or thereabouts, of public money, and, in fact, only handed over to the said Houston the sum of \$1,477 in cash, and his own due bill for \$200, which due bill he neglected, as a gentleman, to lift, for several months, thereby putting it out of the power of the said lieutenant Houston to pay the debts due by the United States in the east section, 8th military department, east of the Alabama, and of which department the said colonel Wm. King had then the command.

Specification 6. That the said colonel King has, at different times, and in many places, indulged himself, in an unofficer and ungentelemanly-like manner, in speaking in the most contemptuous terms of the military talents and qualifications of major general E. P. Gaines, his immediate commanding officer.

CHARGE 3. Violation of the 39th article of the rules and articles of war, by the misapplication of public funds.

Specification 1. That the said colonel King did, on or about the 1st March, 1819, order lieutenant A. M. Houston, acting assistant deputy quartermaster general, to pay sergeant Childress, of the 4th regiment United States infantry, the sum of thirty dollars, which he

alleges was for the apprehension and delivery of Neal Cameron, a private of the 1st battalion company, 4th regiment infantry, when in fact said serg't Childress had put the said Cameron to death on or about the 16th day of September, 1819, in the woods, 16 or 17 miles from Pensacola, and had never delivered him to any officer of the United States' army, as the regulation required, but left him unburied where he had shot him, of all which circumstances said colonel King was well apprised.

Specification 2. In this that the said colonel King did order and direct lieutenant A. M. Houston, acting assistant deputy quartermaster general, in the eastern section, 8th military department, on or about the 26th day of October, 1818, to pay Messrs. Nelson and Randolph, sutlers 4th regiment United States' infantry, the sum of five hundred dollars, which was accordingly paid out of the public money, placed in the hands of the said lieutenant Houston, for the use of the Quartermaster General's Department, in the east section, 8th military department, east of the Alabama, and which 500 dollars was not due by the United States to the said firm of Messrs. Nelson and Randolph, but was due by the said colonel King, on his own private account, with the said sutlers, and had no connexion whatever with the public service.

Specification 3. That the said colonel King, on or about the 29th November, 1818, did direct lieutenant A. M. Houston, acting assistant deputy quartermaster general, in the east section, 8th military department, east of the Alabama, to pay to Messrs. Nelson and Randolph, sutlers of the 4th infantry, the sum of *one thousand dollars in specie*, out of the public fund which lieutenant Henry Wilson, adjutant of the 4th infantry, was ordered to receive and convey from New Orleans, for the use of the quartermaster general's department at Pensacola; the said sum of 1,000 dollars not being due by the United States to said sutlers, but was to repay them for the sum of 1,000 dollars, in Georgia or other notes, which had been lent by said sutlers to the said colonel King, 4th United States infantry, to enable him to commence his speculations in Pensacola property.

Specification 4. In that the said colonel King, being ordered to take charge of a company or party of recruits of the 4th infantry, and being authorized to employ water transportation for the same from Baltimore to the Alabama territory, did charter the ship General Hand, of Baltimore, captain M'Neil, and did ship on board the said vessel, and transport, at the public expense, thirty negro persons, slaves, or thereabouts; a large quantity of flour and other provisions, a part of which he speculated on, and sold on his arrival in Mobile, a heavy carriage which he immediately shipped for New Orleans for sale, and a large quantity of salt-fish, and four wagon loads of household furniture, consisting of a side-board, tables, chairs, &c. &c; and the destination of said company or party of recruits being altered from Mobile to Point Petre, or Amelia Island, yet, nevertheless, the said colonel King did, on the part of the United States, give the

owners of said vessel the additional sum of 1,175 dollars to convey the said company to its place of destination, Point Petre, and then to proceed with himself, his family, negroes, and freight alone, to the town of Mobile, (A. T.) and for which latter service, the United States was thus made to pay for the said colonel King's private purposes the sum of eleven hundred and seventy-five dollars, or thereabouts.

Specification 5. That the said colonel King, having arrived in the town of Mobile, in the month of December, 1817, or January, 1818, on board of the ship General Hand, did take possession of a United States' schooner the Amelia, and ship on board her his family, his negroes, his furniture, &c. &c. and convey them from the town of Mobile to the Bayou, near Fort Montgomery, A. T. all at the expense of the United States, although the said colonel King was then under orders to join his regiment, which was well known to be at Fort Scott, and not at Fort Montgomery.

CHARGE 4. Neglect of duty and unofficer-like conduct.

Specification 1. In that the said colonel King did neglect, fail, and refuse (although thereunto requested) to investigate the cause and manner of the death of Charles Mason, a private of the 8th battalion company, 4th regiment United States' infantry, who was drowned in the harbor of Pensacola, on or about the 2d September, 1818, while undergoing a ducking, which was carried to such excess as to deprive him of life, and was inflicted by order of lieutenant Lear, and executed by sergeant Lewis Starks, without the form or authority of a court martial, and entirely on his own responsibility, and although major Dinkins, then commanding in Pensacola, immediately arrested the said lieutenant Lear, and confined the sergeant until the return of said colonel King from Montpelier; yet, nevertheless, the said colonel King, on his return, totally failing, refusing, and neglecting, to do his duty as an officer, had them both released without any trial or legal investigation whatever.

Specification 2. In that the said colonel King, being then commanding officer of the province of West Florida, did fail, refuse, and neglect, to cause an immediate inquiry into the circumstances attending the death of Neil Cameron, a private and deserter from the 1st battalion company, 4th infantry, who was, in the most cruel and inhuman manner, put to death on the 16th September, 1818, by sergeant Childress, of the 7th battalion company, in or about 16 or 17 miles from Pensacola, West Florida, although said Cameron had made no resistance, but begged to be taken back, and punished according to the nature of his offence, by the sentence of a general court martial.

Specification 3. In this, that the said colonel King, commanding officer of the province of West Florida, aforesaid, on or about the 27th day of August, 1818, at Pensacola, did neglect, fail, and refuse to see justice extended to Benjamin Tackwell, late a private of the 4th regiment United States' infantry, who had honestly served out his term of enlistment to within a few days, and, in consideration there-

of, was furloughed, and discharged from service; and, after he had left the town of Pensacola, was pursued, overtaken, and brought back, by a command ordered by lieutenant Lear for that purpose, and carried to his, said Lear's room, stripped, and compelled to receive on his bare back fifty lashes, contrary to the laws of the United States, and without the form or authority of a court martial; which arbitrary, cruel, and ignominious punishment was inflicted on the said Tackwell, after he had been, in effect, discharged, and without any good or sufficient cause; and he was then compelled to serve out the full term of his enlistment.

Specification 4. In this, that he, the said colonel King, did encourage and enforce, in an unofficer-like manner, contrary to the laws of the United States, and the rules and articles of war, the infliction of corporeal punishment, by stripes and lashes, by issuing and promulgating an order, on or about the 10th August, 1818, at Pensacola, (and otherwise) to this effect: that every man found out of his quarters between tattoo and reveille, should receive fifty lashes, and be confined on bread and water in the black hole for the space of one month.

Specification 5. That the said col. King, contrary to his duty as an officer, and in defiance of the laws of the United States, and the rules and articles of war, in their meaning and spirit, as regards the infliction of corporeal punishment by stripes or lashes, did, on or about the 31st day of August, 1818, at Pensacola, permit, carry, or cause to be carried into effect, so much of his said department order of the 10th of August, 1818, as related to the inflicting of fifty lashes on the person of John M'Cleary, a private of captain Cummins' company, 4th inf. which was executed accordingly, although the said M'Cleary's term of service had actually expired.

Specification 6. That the said col. King, contrary to his duty as an officer, and in contravention of the rules and articles of war, and the meaning and spirit of a law of the United States, passed by the Congress thereof, on the 16th day of May, 1812, Sec. 7, which repeals the law authorising the infliction of corporeal punishment by stripes or lashes, did, in defiance of said law, and in disregard of his duty as an officer, sanction the proceedings of a regimental court martial, whereof captain Gale, of the 4th inf. was president, convened on the 16th June, 1818, at Pensacola, before which court was tried corporal Roberts, and private Whitty, of the 4th regt. U. S. infantry, who were both convicted, and sentenced to receive, viz: corporal Roberts twenty-five lashes on his bare back, and private Whitty to receive, privately, forty-five lashes on his bare back, which said sentence and proceedings were approved on the 19th June, 1818, in orders by the said col. King, there and then being commanding officer, and was carried into effect, except such part as related to the infliction of twenty-five lashes on corporal Roberts, which the said colonel King was pleased to remit, when in fact it was the duty of the said col. King, as commanding officer, to have disapproved of the whole

proceedings and sentence, and called the attention of the court to the laws of the United States, and the rules and articles of war, and to have enforced a strict conformity to them in every part of the department under his command.

Specification 7. In this, that the said col. King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, in their true meaning and spirit, did, on or about the 29th day of June, 1818, sanction, in department orders, the proceedings of a general court martial, whereof captain John M'Intosh was president, and lieut. H. Wilson, judge advocate, before which said court was tried W. Newby, a private of the 4th inf. on the charge of desertion, and found guilty, and sentenced to have his head shaved, his left ear cut from his head, and to receive on the grand parade in Pensacola, fifty lashes on his bare back, and then drummed out of service; which said proceedings and sentence, the said col. King, then commanding the eastern section, 8th military department, did approve, but was pleased to remit, except the fifty lashes, which he ordered to be carried into immediate effect, and the prisoner to return to duty.

Specification 8. In this, that on or about the 29th day of June, 1818, the said col. King, then commanding the east section, 8th military department, and acting civil and military governor of West Florida, did sanction, in department orders, the proceedings of a general court martial, whereof captain John M'Intosh, 4th inf. was president, and lieut. H. Wilson, judge advocate, before which court was tried private Henry Benner, of the 8th bat. company, 4th infantry, charged with desertion, and to which charge the prisoner pled guilty; and was sentenced to have his head shaved and receive fifty lashes on his bare back, and then drummed out of service; and the said col. King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, did approve of said sentence, and ordered so much of it carried into effect, as related to the inflicting of the corporeal punishment, and compelled the prisoner to receive fifty lashes and return to duty.

Specification 9. In that the said col. King, commanding officer as aforesaid, did neglect and fail to take any steps whatever to prevent the frequent and open violations of the laws of the United States, and the rules and articles of war, by the infliction of corporeal punishment within his command, from the 1st June, 1818, to the 1st February, 1819, while the 4th reg. U. S. inf. was stationed in Pensacola, but, on the contrary, did sanction, in orders, the frequent proceedings of regimental courts martial within his command, which were in direct violation and disregard of a law of Congress, in its true spirit and meaning, and contrary to the rules and articles of war, which prohibits the infliction of corporeal punishment.

Specification 10. In this, that the said col. King, did issue an order, on or about the 19th June, 1818, while acting civil and military governor of West Florida, establishing a quarantine law, that every

vessel arriving from the Havana, Mobile, and New-Orleans, &c. should ride out a certain number of days below gunshot of the Barancas, and did enforce this order, (as he alleges) to prevent the introduction of infectious diseases, to the entire loss and destruction of one or more vessels, which came there unprepared for riding out a quarantine, and afterwards the said col. King, in an unofficer-like manner, did order (viz. in the month of July,) a vessel direct from New Orleans, to ascend to the town, without undergoing any quarantine, for no other reason but that she had a carriage on board belonging to the said col. King, commanding, &c.

Specification 11. In this, that the said col. King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, on or about the 1st August, 1818, did issue a verbal order to the acting adjutant of the 4th inf. lieut. Sands, then stationed at Pensacola, to select two confidential non-commissioned officers, and a suitable command for each, and send them in pursuit of some men of the 4th inf. who were reported as having deserted, and if taken within the limits of the province of West Florida, instantly to have them put to death; but to be careful not to infringe on the civil laws of the Alabama Territory, for, if taken above the line, they must be brought back; and the said col. King, in an unofficer-like manner, and in total disregard of the laws of the United States, and rules and articles of war, did continue and cause to be continued in force, the aforesaid verbal order, issued as aforesaid, both at the Barancas and Pensacola, during the whole period that those posts were occupied by the American troops, and until a private and deserter of the first batt. company, (Neil Cameron,) was overtaken by sergeant Childress and his command, on or about the 16th day of September, 1818, within seventeen or eighteen miles of Pensacola, and there shot; although the said Cameron made no resistance, but on the contrary begged to be taken back and put on his trial, and punished as a general court martial might direct.

Specification 12. In that the said Col. King, contrary to his duty as an officer, did, from time to time, and at different times, viz:

Keep and employ at work, the soldiers (mechanics) of his regiment, the 4th infantry, in making, for his own private use, a variety of articles, not warranted by any law of the United States, nor the rules and articles of war, viz: a wagon worth nearly 100 dollars, for the use of his plantation; ploughs for the same, and boots and shoes for his family.

Specification 13. In that the said Col. King did, on or about the 14th day of February, and 11th day of May, 1819, give an order to purchase provisions, on account of the failure of the contractor, and instead of imposing the necessity of being particular in obtaining them as cheap as possible, did, on the contrary, make use of unofficer-like language to the officer or officers who had been ordered to purchase; saying, he did not care a damn what the rations cost the contractor, but to get them at any price, as it made no difference to him if they cost a dollar per ration, or words to that effect.

Specification 14. In that the said Col. King did fail and neglect to give orders in time to purchase provisions for the use of the troops at cantonment Montpelier, until the said troops were destitute of provisions, or nearly so, and then not allowing time enough to have the contract advertised, and the provisions purchased at a reasonable price, viz: in the months of February, March, and May, 1819, the purchases having been made by lieuts. Houston, Heronimus, and Delany, to neither of whom was sufficient time allowed to go into the market, advertise, and make the purchases at a fair price.

The consequence was, those officers were compelled to give the contract to such persons as were prepared, knowing of the necessity of the post, and had calculated accordingly.

Specification 15. In this, that the said Col. King, of the 4th U. S. infantry, in an unofficer-like manner, and in contravention of the good of the service, has frequently given the men of the 4th regiment of infantry furloughs for several months immediately preceding the expiration of their term of service, and at the same time gave them discharges so dated, as to take effect at the termination of the time limited in their accompanying furloughs, which was, in effect, to all intents and purposes, giving them discharges so many months before their term of service had actually expired, viz: The said Col. King, of the 4th U. S. infantry, did, in this way, in effect, and in fact, at cantonment Montpelier, between the 10th of March, and 20th Aug. 1817, discharge sergeant William Gary, of the 4th infantry, about five months anterior to the expiration of his term of service, and sergeant Joel Whitton, 4th infantry; between the 10th August, and 1st December, 1818, about three months before his term of service had expired.

CHARGE 5. Violation of the 31st article of the rules and articles of war.

Specification 1. In this, that the said Col. Wm. King, commanding 4th infantry, at Montpelier, on or about the day of September, in the year 1817, did lay a duty or imposition of five per centum, on all the moneys collected for goods sold by Messrs. Nelson and Randolph, sutlers of the 4th regiment of infantry, to the non-commissioned officers, musicians, and privates, of the 4th regiment U. S. infantry, and, contrary to his duty as an officer, and in open violation of the rules and articles of war, did demand, compel, and enforce the payment (through his adjutant) of the aforesaid duty of 5 per centum, thereby compelling the soldiers of the 4th infantry to pay 5 per cent. more for the goods they bought of the sutlers, than they could be obtained for in other stores in the country, which duty was to be expended, as he alleges, in support of a band, but never publicly accounting for the same.

Specification 2. In this, that the said Col. King, contrary to his duty as an officer, and in violation of the rules and articles of war, did, by his own authority, and upon his own responsibility, lay a duty of 5 per centum on all the collections made by the sutlers of the 4th infantry, of the non-commissioned officers, musicians, and pri-

vates, of said regiment, which duty bore peculiarly hard on the soldiers, inasmuch as it was partial and unequally laid, and has not extended to the collections made off the commissioned officers of the said 4th U. S. regiment of infantry.

J. B. HOGAN,

Paymaster 4th Reg. Infantry.

The prisoner being called upon to make his plea, objected to plead to the following specifications, viz:—

Third specification, 1st charge; first specification, 2d charge; sixth specification, 2d charge; fourth specification, 4th charge; sixth, seventh, eighth, and ninth specifications, 4th charge; twelfth specification, 4th charge; thirteenth specification, 4th charge; fifteenth specification, 4th charge; first and second specifications, 5th charge; and offered document marked A as his reason for objecting.

The Court, after mature deliberation, decided, that the prisoner shall not plead to the third specification, 1st charge; shall plead to the first specification, 2d charge; shall not plead to the sixth specification, 2d charge; shall plead to the fourth specification, 4th charge; shall plead to the sixth, seventh, eighth, and ninth specifications, 4th charge; shall not plead to the twelfth specification, 4th charge; shall not plead to the thirteenth specification, 4th charge; shall plead to the fifteenth specification, 4th charge; shall plead to the first and second specifications, 5th charge.

The prisoner then pleaded "NOT GUILTY."

Major J. B. Hogan, paymaster of the 4th infantry, a witness for the prosecution, being duly sworn, says, that he joined the regiment as paymaster, at Pensacola, about the last of July, or first of August, 1818; a few days afterwards he was at the front door of Capt. Barron's hotel, General Gaines' quarters, when Col. King's carriage drove up with Mrs. King in it, and Elijah Holland, a private soldier of the 4th infantry, driving her. Witness remained in Pensacola a week or ten days, during which time he saw, once, twice, or thrice, Col. King riding about the town in his carriage with said Holland driving it. Witness paid Col. King his pay account, for the months of July and August, in which he paid him for two private servants, Cyrus and Tom.

Elijah Holland, a late private of the 4th infantry, a witness on the part of the prosecution, being duly sworn, says, that sometime in the months of July and August, he was detailed by the Adjutant of the regiment to attend in the public garden; that Col. King told him to help his boy take care of his (Col. King's) horses; that he took care of the garden and horses all at one time; that he only fed and watered the horses; that col. King asked the witness to drive his carriage just to ride out; that he used to drive col. King's carriage once or twice a week, sometimes not so often, but does not remember how many times. Witness states, when col. King was about to come up to

Montpelier, he sent his orderly to capt. M^cIntosh to let the witness come up with him; that the orderly came back and told the col. he might have witness to take with him to drive his carriage; that he drove the carriage up to Montpelier, and the next morning col. King asked him to drive a wagon to Little River, to get a load of corn and fodder; that he done so, and came back that night, and next day hauled some rails; that he drove the wagon about two days; that he never done any thing more for col. King.

Question by the court. How long were you employed in taking care of col. King's horses, and driving his carriage, before you came up to Montpelier?

Answer. Sometime about the last of July I commenced taking care of his horses.

Question by the court. Did you continue to take care of the colonel's horses until you came up to Montpelier.

Answer. I did.

Question by the court. What time did you leave Pensacola for Montpelier?

Answer. On the last day of August.

Question by the prisoner. How long have you been employed in the mess gardens? When col. King arrived at Pensacola with his family had you, prior to that time, done any personal service for Col. King?

Answer. About four days before col. King came to the witness in the garden: that col. King had not his family with him at that time; that, previously, he had done no personal service for col. King.

Question by prisoner. Did you take any care of col. King's horses prior to his purchasing, at a public sale, a bay mare and sorrel horse: what horses had col. King anterior to that time at Pensacola?

Answer. I did not; but col. King had then a sorrel horse and Indian poney.

Question by prisoner. At what hour did you drive out my carriage at Pensacola: and how far did we usually ride?

Answer. About four o'clock in the evening; and we usually rode about half a mile.

Question by prisoner. Were you not sick in your company quarters when col. King sent to know if you were well enough to drive his carriage to Montpelier: and had not old Rogers been detailed as gardener in your place?

Answer. I was on the sick report, but not in quarters; and Rogers had been detailed as gardener at that time.

Question by prisoner. When you arrived here did you not report yourself to the corporal in charge of the cantonment: and was not all, or the greater part of the men then here, sent for the forage on the day you mention to have driven major Blue's wagon for me?

Answer. I did not until the evening of the second day, and there was a man sent out at that time.

Question by prisoner. From whom did you receive the forage?

Answer. From Col. King's negro boy Tom.

Question by prisoner. Were not the rails hauled to run a fence across the garden at col. King's quarters?

Answer. They were hauled to, or near, col. King's quarters.

Question by prisoner. How many private servants had col. King at Pensacola: and what servants of his did you find in charge of his quarters at this place on his arrival?

Answer. He had three servants, a boy and two women, at Pensacola; and one woman and one man at Montpelier.

The court adjourned to meet to-morrow at 9 o'clock, A. M.

Tuesday, 23d November, 1819.

The court met pursuant to adjournment. Present,

PRESIDENT.

Lieutenant-Colonel William Lindsay.

MEMBERS.

Lieut. col. M. Arbuckle,	Major J. B. Many,
Major James Bankhead,	Brevet Maj. A. C. W. Fanning
Brevet Major E. Montgomery,	Major J. N. McIntosh.

Captain F. L. Dade, *Supernumerary member.*

S. D. Hays, *Judge Advocate.*

Elijah Holland, a witness previously sworn before the court, being present.

Question by the prisoner. How long before the August muster did you cease to do duty in the mess garden?

Answer. About the middle of August.

Question by the prisoner. Did you take any care of Col. King's horses and drive his carriage after you went on the sick report until the evening before we set out for this place?

Answer. I did not take care of his horses, but, I drove his carriage once or twice.

Question by the prosecution. Who did you receive the forage from at Pensacola that you fed colonel King's horses with?

Answer. I got it at colonel King's quarters.

Question by the prosecution. Do you know who obtained the forage and where he got it from that was in colonel King's stable?

Answer. I do not.

Mr. Patton, a merchant of Mobile, a witness on the part of the prosecution, being duly sworn, states as to the 4th and 5th specifications 3d charge, that, when colonel King arrived at Mobile about the 17th of December, 1818, he desired witness to sell for him six barrels

of pork and ten of salt fish, which was brought out on board the General Hand. The Colonel remarked he had brought out the articles for his own use; that having more than he wanted desired witness to sell them.

Question by prosecution. Did colonel King tell you what he paid for the pork and fish in Baltimore, and what he must receive for them at Mobile, and did he not tell you he must have \$ 6 per bbl. for the pork in advance of what he gave in Baltimore?

Answer. Colonel King stated the pork cost him \$ 24 in Baltimore, and directed it to be sold for 25 or 30 dollars and it was sold accordingly for \$ 30.

Question by prosecution. Is the paper you hold in your hand a correct transcript of your account with colonel King of the sales you made of the pork and fish you sold for him?

Answer. It is a correct transcript (see document marked No. 3.)

Question by the Prisoner. Have you no recollection of sending the fish up in a barge to colonel King's plantation on the Alabama, or delivering it to Mr. Gary, then colonel King's manager?

Answer. I sent some negroes up some time afterwards which I had hired of colonel King, but have no recollection of sending any fish.

Question by the prisoner. Do you recollect the difficulty which colonel King had in procuring transportation from Mobile to Montgomery, in December, 1817, and was it not in consequence of colonel King being unable to take the fish and pork with him that it was left with you to sell?

Answer. It was pretty difficult to get transportation, but, have no recollection that this was assigned as a reason why the articles were sold.

Question by the prisoner. Do you recollect the state of the roads and water courses between this place and Mobile, in the month of December, 1817?

Answer. I recollect that it was a very rainy season and the roads very bad generally.

Major Hogan, paymaster 4th infantry, a witness on the part of the prosecution, being previously sworn and now present, states as to the 2d specification 1st charge, that he paid colonel King money in lieu of forage for the months of July and August, 1818, amounting to \$ 64 or thereabouts; as to the 1st specification 2d charge, that sergeant Whitten, of the 4th United States' infantry, called on him for his pay about three months before said Whitten's term of service had expired. That he objected to pay him, but Whitten then produced a furlough to include the expiration of his term of service and a discharge and duplicate certificates, for his pay; his discharge was so dated as to take effect at the expiration of his furlough; that, on these documents he made him the payment. The witness is of opinion the discharge was signed by colonel King sometime about the last of November, or first December, 1818; witness was at colonel King's quarters,

speaking on the subject of overseers, colonel King observed he did not think Whitten would return, that he had overstaid his time and he should be under the necessity of getting some other person to oversee for him; witness does not recollect whether it was at this or another time, when Mr. Randolph was present, that colonel King asked the opinion of Mr. Randolph whether Riley would suit him; but in the conversation colonel King again stated he did not think Whitten would return and that he would be under the necessity of getting Riley. With regard to sergeant Latta, witness recollects to have paid him about a month before his term of service expired. As to specification 2d of charge 2d, witness has already testified, and as to the 4th specification 2d charge, witness states he received from colonel King a letter, (see document marked No. 4,) on the receipt of which letter he answered it, and sent colonel King the 300 dollars requested, and informed colonel King that he would let Nelson have the money for his accommodation, as required. That, on the next evening Nelson came to Montgomery; that witness and Nelson had a conversation, in the course of which, the subject of letting colonel King have the money was mentioned; witness informed Nelson that he would let him have the money, and did so accordingly; at the same time Nelson presented witness with a letter from lieutenant Hall, requesting witness to send him money; and, also, a request from doctor Elliot and some other officers, who wanted money likewise; upon which witness forwarded by Nelson 500 dollars to the officers at Pensacola, in addition to the 1000 dollars furnished Nelson for colonel King. In the month of February following, colonel King arrested witness, and among other charges preferred, was that of a violation of the 39th article of the rules and articles of war, and this particular circumstance was made one of the specifications against witness, as appears by document marked No. 4. With regard to the 4th specification 3d charge, witness states, that, when he arrived at Montgomery, about the last of February, 1818, he had a conversation with colonel King, about bringing their respective families to this country; witness was complaining with respect to the trouble and expense of getting out, when colonel King remarked that if witness had been at Baltimore when he sailed, he might have got out without cost, for he had brought out his family in the ship General Hand to Mobile, without costing him any thing. Some short time after arriving at Montgomery, witness' family obtained a barrel of flour from colonel King's family, for which he paid colonel King about ten or twelve dollars. With respect to the furniture which colonel King brought on in the General Hand, he saw it packed up at colonel King's quarters, and thinks there must have been about the quantity charged in the specification.

As to the 1st specification 4th charge, witness informed colonel King, that he understood a soldier, by the name of Mason, had been drowned at Pensacola, while undergoing a ducking, and that major Dinkins had placed lieutenant Lear in arrest, and confined sergeant Starks. Colonel King replied, he knew there was a man by that

name, but was uninformed as to the circumstances; supposed it was an accident. Some time after this, in the month of October, colonel King and witness were riding to Blakely, and, conversing on the subject of the arrest of lieutenant Lear and serjeant Starks, colonel King stated he differed with major Dinkins in opinion, and had them both released. As to the 11th specification 4th charge, witness states he was sitting in front of the officers' quarters, at Pensacola, some time in the beginning of August, when an officer reported a man or men as having deserted. Colonel King directed lieutenant Sands, adjutant, to select one or two non-commissioned officers, with suitable commands, and send them in pursuit of said deserters, and if they were taken within the province of West Florida to put them to death; but if taken above the line, to have them brought back. Shortly after witness left Pensacola, and remained generally at Montgomery; and while there, saw a number of parties in pursuit of deserters; and on examining their orders found they generally read in this way: that if taken in the province of West Florida, to shoot them; but if above the line to have them brought back. With regard to the 15th specification 4th charge, witness says, in addition to what he had before deposed, he has, in a number of instances, paid soldiers who had furloughs, up to the expiration of their terms of service, and accompanying discharges, corresponding in date to their furloughs, generally about a month before their term of enlistment had expired.

Question by the prisoner. At what period was it that you was in the habit of examining orders of parties sent in pursuit of deserters at Montgomery, and by whom were they signed?

Answer. It was between August, 1818, and February, 1819, and they were generally signed by the acting adjutant.

The court adjourned, to meet to-morrow, 9 o'clock, A. M.

Wednesday, November 24th, 1819.

Court met.—Present,

PRESIDENT.

Lieutenant-Colonel William Lindsay.

MEMBERS.

Lieut. Col. M. Arbuckle,	Major J. B. Many,
Major James Bankhead,	Brevet Major A. C. W. Fanning.
Bt. major E. Montgomery,	Major J. N. McIntosh.

Captain F. L. Dade—*Supernumerary.*

S. D. Hays—*Judge Advocate.*

Captain Joseph Shomo, 4th U. S. infantry, being duly sworn, says: He arrived in Baltimore about the last of October; colonel King was not there, but came on in a few days, and told witness the destination

of the troops was changed to Point Petre; that, the next morning, colonel King went on to Washington city and returned to Baltimore, where we remained until the 13th November, when the troops were embarked on board the ship General Hand; we sailed from thence to Point Petre, where we arrived about the last of the month; after our arrival, we remained two days on board, when the recruits and baggage of the detachment were taken ashore; the General Hand laid there a day or two waiting for a wind; she then sailed with colonel King, and his family on board, for Mobile, as was said, there were twenty or thirty negroes on board, the property of colonel King, which negroes sailed with him from Point Petre.

Question by prosecution. What number of soldiers was shipped on board the General Hand when you sailed in her, and who had the command of them?

Answer. Between sixty and eighty soldiers, and lieutenant Wager was the senior officer.

Question by prosecution. Where did you understand colonel King was, on your arrival in Baltimore?

Answer. I understood he was on the Eastern Shore of Maryland, or on his way from thence to Baltimore, with his family.

Question by prosecution. Did colonel King state to you, when he first informed you of the alteration of the order with respect to the movement of that detachment or company of recruits, that it had played hell with his arrangements, or words to that effect, and that he must go to Washington to make some arrangements?

Answer. He stated that it had interfered very much with his arrangements, for he had made arrangements to sail to Mobile; that he must go on to Washington to see General Parker on the subject, or the Secretary of War.

Question by prosecutor. Do you recollect how many soldiers sailed from Point Petre to Mobile, in the General Hand, with colonel King, and for what where they brought to Mobile, and was not the 4th regt. then at Fort Scott?

Answer. Colonel King observed he would take the musician Enright, and three or four others, with him, and attach them to the band; but does not know whether the fourth regt. was then at Fort Scott.

Question by prosecutor. Do you know what the orders were which were generally given to parties sent from Pensacola in pursuit of deserters, from the time of your joining the regiment last fall to the removal of the troops to this post, in February?

Answer. I do not; but saw an order, signed by lieutenant Wilson, acting adjutant, directing them to be put to instant death if they attempted to escape or resist; which order was written by lieutenant Wilson, whilst I was in command, pursuant to my direction to him to write such an order, as was usual in like cases at that post.

Question by prisoner. Was not the ship General Hand weather bound for several days previous to our sailing from Baltimore?

Answer. I understood so, but was not on board until the day on which she sailed.

Captain J. H. Gale, of the 4th infantry, being duly sworn, says, as to the 6th specification 4th charge, that he was president of the court which tried corporal Roberts and private Whitty, and sentenced them to the punishment described in the said specification; that the sentence of corporal Roberts, as to the infliction of corporeal punishment by stripes and lashes, was remitted, and that of Whitty was carried into effect, by order of colonel King.

Question by prosecutor. What has been the practice in the 4th regt. infantry with respect to the punishment of the soldiers by regimental courts martial? Has it not always been a practice to flog, and have you ever known an instance in which the colonel has disapproved the practice of flogging in orders, or called the attention of a court to the law of the United States which repeals the infliction of corporeal punishment?

Answer. It has generally been the practice to flog, and I do not know that colonel King ever disapproved the practice, or called the attention of a court to the law repealing the infliction of corporeal punishment by stripes or lashes, but has frequently remitted the punishment.

Question by prosecutor. Was you with the 4th regt. infantry during the year 1817 and part of 1818, and where was the regiment stationed in the months of October and November, 1817?

Answer. I was with the regiment in 1817 and part of 1818, and the regiment marched from Cantonment Montpelier, about the 20th October, for Fort Scott, where it arrived some time in November or December, 1817.

Question by prosecutor. Was colonel King with the regiment at that time, or expected to join?

Answer. He was not with the regiment, and I do not know whether he was expected or not.

Brevet major E. Montgomery, a witness in behalf of the United States, being duly sworn, says, with respect to orders given to parties sent out in pursuit of deserters, that, sometime in the fall of 1818, he examined the order of a corporal who reported to him, at Montgomery, in pursuit of one or two deserters from captain Jones' company 1st regt. infantry, and his orders were, in case he overtook them, to put them to instant death; his order was signed by colonel Brook, then commanding at Barancas. On another occasion, a non commissioned officer, sent in pursuit of one or more deserters from Pensacola, reported to him his orders were, in case they attempted to resist or escape, to make good use of his arms; this order was signed by major Dinkins, then commanding at Pensacola.

Lieutenant A. M. Houston, a witness in behalf of the United States, being duly sworn, says, as to the 5th specification 2d charge, that colonel King paid over to him, about the 2d of March, 1819, the sum of \$1,477, and gave him his (colonel King's) due bill for \$200, which he said he would lift at any time; that he gave colonel

King duplicate receipts for the whole sum of \$1,677; that he did not present the due bill to colonel King, for payment, for about two months; that he was indebted to colonel King about that sum for forage purchased of him, as an individual, for the United States; that the reason why he did not present it sooner was, he was ordered, sometime afterwards, to New Orleans; that it was settled, soon after his return, which was about the sixth or seventh of May. As to the 1st specification 3d charge, says, he paid sergeant Childress \$30 for the apprehension of Neil Cameron, by order of colonel King, but does not recollect as to the time: as to the 2d specification 3d charge, says, he received a letter from colonel King about the 1st November, 1818, requesting him to pay Messrs. Nelson and Randolph the sum of five hundred dollars; which sum he accordingly paid on colonel King's own private account, and took receipts to that effect. As to the 3d specification 3d charge, says, that colonel King, about the 29th November, 1818, directed him to state to lieutenant Wilson, on his return from New Orleans, to pay over to witness the public money he was to bring with him, and requested witness to pay the sutlers 4th infantry \$1,000 thereof in specie; but witness did not receive the money of lieutenant Wilson, and said \$1,000 was not to have been paid to said sutlers on public account. In regard to the 5th specification 4th charge, witness recollects to have seen M'Cleary whipped about the 31st August, 1818, but does not believe his term of service had expired, and understood he was whipped in consequence of the order of the 10th August, 1818.

Question by prosecutor. Had you any public funds in the quarter master's department on or about the 2d March, 1819, and did not the United States owe a considerable sum for the transportation of troops and baggage from Pensacola?

Answer. I had not, and the United States did owe a considerable sum at that time.

Question by prosecutor. At what time did you buy forage of Col. King, and to what amount, and at what price?

Answer. It was in the month of February that some of the forage was purchased, but the amount I do not recollect, the price for corn was 2 dollars per barrel, French measure.

Question by the court. To what amount were you indebted to Colonel King, at the time he gave you his due bill for 200 dollars?

Answer. I think I was indebted to him near that sum.

Question by court. Was this 200 dollars, for which Col. King gave you his due bill, left in Col. King's hands for his own accommodation, or in consideration of your being in his debt about that sum, as the agent of the United States?

Answer. In consideration of my being indebted to him, as the agent of the United States.

Question by prosecutor. Did not Col. King, when he gave you the 1,477 dollars, and his due bill, say he was unable to pay you the other 200 dollars, but would do it in a few days, or when you wanted it?

Answer. If he did, I do not recollect it.

Question by Prosecutor. Was you furnished with an officer's certificate of the delivery of Neil Cameron at any military post as a deserter, or how did you know he was a deserter when you paid the reward?

Answer. I do not recollect of any officer's certificate; Col. King's order was a sufficient voucher for me, and I understood he had deserted.

Question by Prosecutor. Does not the regulations require that there shall be a certificate of the delivery of a deserter before the quartermaster shall pay the usual reward of 30 dollars, and in this instance was the regulation complied with, or the account and order made out, and by whom was the account stated?

Answer. I do not believe any certificate of apprehension or delivery accompanied the order for payment, and think the account was made out in the hand-writing of Russell, a private of the 4th infantry; I do not know whether there is such a regulation or not.

Question by Prosecutor. Has the account you paid to sergeant Childress been adjusted by the government, and have you received a credit for this money, or has the account been rejected?

Answer. The account was rejected by the government, on the ground that there was no evidence of the delivery of the deserter to the proper authority.

Question by Prosecutor. Did you not receive, from the paymaster of the 4th infantry, at Pensacola, about the last of October, or first of November, 1818, the sum of two or three thousand dollars, that had been lent to him by lieutenant Brady, for the purpose of paying a recruiting party about to set out for Baltimore?

Answer. I did receive two or three thousand dollars of the paymaster of the 4th infantry, about that time, for which money I received to lieutenant Brady.

Question by Prosecutor. Did you not, when you received this money, inform the paymaster that you must go immediately and pay to Nelson and Randolph the sum of 500 dollars?

Answer. I do not know, but may have said so.

Question by Prosecutor. Did you not immediately go and pay that sum to Nelson and Randolph?

Answer. I paid it in a short time afterwards, but they called on me at my own room for it.

Court adjourned to meet to-morrow, at 9 o'clock, A. M.

THURSDAY, 25th November, 1819.

Court met.—Present:

PRESIDENT.

Lieutenant Colonel William Lindsay.

MEMBERS.

Lieut. Col. M. Arbuckle,	Major J. B. Many,
Major James Bankhead,	Brev. Major A. C. W. Fanning,
Brev. Maj. E. Montgomery,	Major J. N. McIntosh.

Captain F. L. Dade, *Supernumerary Member.*

S. D. Hays, *Judge Advocate.*

Lieutenant Houston being again called, and apprized by the court that he was not bound to answer any question which might tend to criminate himself, the following question was put to him, viz:

Question by Prosecutor. Was the 500 dollars you paid Messrs. Nelson and Randolph, part of the money the paymaster paid you on or about the 1st November, 1818?

Answer. I believe it was, and when I received the letter from Col. King, I considered it in the nature of an order, although without date, and not signed officially.

Question by Court. What time did you receive the letter from Col. King to pay Messrs. Nelson and Randolph the five hundred dollars?

Answer. I received it between the 1st and 4th November, 1818, but think on the 1st, as I have noted on the letter.

Question by Prosecutor. Was there not, on the 1st November, 1818, a number of debts due by the quartermaster general's department, which you were unable to pay in the eastern section 8th military department?

Answer. There were; but generally drafts were drawn on New-Orleans, and none of the claims presented to me, for payment, for some time after this, and then only one or two, which were of my own contracting, or contracted within my knowledge.

Question by prosecutor. Who drew the drafts on New-Orleans, and what were the reasons that made it necessary to draw on New-Orleans for their payment?

Answer. I do not know by whom they were generally drawn, and I presume the drafts were drawn on New Orleans for want of funds at Pensacola.

Question by prosecutor. Did you not draw a draft on New Orleans in favor of J. and J. Juarrety, of Pensacola, for one or two thousand dollars, about the 1st of November, 1818?

Answer. I did not; but gave him a draft on the Secretary of War for the amount of rations I had bought in consequence of the failure of the contractor; sum not recollected.

Question by prosecutor. What character did McCleary, of capt. Cummins' company, bear in the regiment, and how long have you known him?

Answer. I believe he had borne a good character, and I had known him two or three months.

Question by prisoner. In addition to the amount due for corn sold the quartermaster's department from colonel King's plantation, did you, or did you not, owe colonel King for forage furnished by himself for his own horses, anterior to the return of the regiment to Montpelier, amounting to about \$23 74, a postage account of \$47 87, and for the rent of a house at Pensacola, belonging to colonel King, as officers' quarters, say \$20?

Answer. I did owe him, at the time he gave me his due bill for the \$200, for forage, postage account, and house rent: but the precise amount not recollected.

Question by prisoner. Did not colonel King several times tell you to call over and he would settle his accounts with you, before you came?

Answer. I do not recollect; he may have done so.

Question by prisoner. By whom was colonel King's note, without date, delivered to you, and at what time of day?

Answer. I think it was delivered by lieutenant Wilson, some time in the afternoon.

Question by prisoner. Had not colonel King, prior to its receipt, left Pensacola for this place?

Answer. He was absent, and I presume for this place.

Question by prisoner. Where was the prosecutor at this time; had he arrived at Pensacola, with funds for the payment of the regiment, or was he daily expected?

Answer. He had not arrived, but was daily expected.

Question by prisoner. Did colonel King request you to let Nelson and Randolph have the \$1000 in specie in exchange for paper money, or were you to let them have it without receiving an equivalent in return?

Answer. I was requested to turn over the \$1000 to them in specie, and my impression was, that I was to be paid back in current paper, either by Nelson and Randolph or colonel King, on or about the time the specie was to have been delivered.

Question by prisoner. By whom was the punishment of McCleary superintended, and who was, at that time, doing the duty of adjutant?

Answer. By lieutenant Lear, who was, I believe, at that time, doing the duty of adjutant.

Question by court. Did you consider this transaction, as to the \$1000 you were to have paid Messrs. Nelson and Randolph, an order from colonel King, or an advance for his accommodation, or a mere matter of exchange?

Answer. I considered it an accommodation to colonel King, by way of exchange.

Major Uriah Blue, a witness on the part of the United States, being duly sworn, and questioned as follows, viz :

Question by prosecutor. Did you go to Mobile to put in for a contract to furnish a quantity of provisions for the use of this post, some time in May last?

Answer. I went to Mobile, I believe in May last, to bid for a contract to furnish provisions for this post.

Question by prosecutor. What terms were advertised, and how long was the time allowed for the delivery of the provisions after the contract, and the amount of provisions wanted, and by whom was the contract advertised?

Answer. The terms were, to deliver the provisions at this post in six, eight, or ten, days after the contract; the only difficulty was the want of wagonage to get the provisions here in time, which was obviated by colonel King's offering the public teams for that purpose. It was advertised by lieutenant Delany.

Question by prosecutor. Who obtained the contract, and what did you offer for it?

Answer. Mr. Randolph obtained the contract: I offered 28 cents per ration.

Question by prosecutor. Would you not have taken it at a lower price than 28 cents, your proposal, if longer time had been allowed for the delivery?

Answer. Yes: I think it would have made a difference.

Question by prosecutor. What reason was assigned by colonel King for offering the public teams to get the provisions in agreeable to contract?

Answer. The colonel offered to hire the public teams, as none other could be got, that the provisions might be brought on in time to comply with the contract.

Edward B. Randolph, sutler 4th infantry, a witness on the part of the United States, being duly sworn, says, as to the 2d specification, 3d charge: I do not recollect that I saw the order or request to Mr. Houston to pay our firm the \$500, but he informed me he had such an order, and paid the \$500 accordingly, which money was placed to colonel King's private account.

Third specification, third charge: we lent to colonel King \$1000 in Georgia or other money, not recollect, for which he promised, so soon as lieutenant Wilson returned from New Orleans, that we should receive a thousand dollars in specie; that, after colonel King and witness had mounted their horses, for this place, witness heard colonel King direct or request (witness does not recollect which) lieutenant Houston to turn over this money to captain Nelson, witness' partner.

As to first specification, fifth charge: when we were appointed sutlers to the 4th regiment, it was an understanding that a five per centum duty would be required of us, and we consented to sutle on that

condition: we have never laid that additional duty on all the articles sold to the soldiers, but have laid a duty on particular articles, so as to make the amount of the five per centum duty we were bound to turn over to the regiment, particularly on liquors, and other articles the least necessary to a soldier; that we have sold to officers lower than we could sell the same to soldiers, because, as to them, we had not to pay the duty of five per centum.

Question by court. Had you lent colonel King the \$1000, which was to have been repaid in specie by lieutenant Houston, on the return of Mr. Wilson from New Orleans, before yourself and colonel King left Pensacola for this place, and for what purpose?

Answer. We had; to enable colonel King to make a payment for property purchased in Pensacola.

Question by court. Did you know that lieutenant Houston was to receive, from Messrs. Nelson and Randolph, \$1000 in bank notes for the \$1000 in specie which lieutenant Houston was directed by colonel King to pay to that firm?

Answer. We had before advanced the money, and this was to reimburse us.

Question by court. Had not Messrs. Nelson and Randolph the exclusive privilege of sutling to the 4th regiment?

Answer. We believe so.

Question by the court. Do the sutlers sell to the troops, at Montpelier, groceries and merchandise, with a tax of 5 per centum on their accounts, as cheap as they can be purchased in St. Stephens and Claiborn?

Answer. We do not; for the casualties and want of comforts in a camp are too great for us to sell at the usual profit, independent of the 5 per centum duty.

Question by the court. There being less risk in selling to the officers than the privates, cannot the sutler afford to sell to the officers at a lower rate than to the privates?

Answer. They can.

Question by prosecutor. Has your 5 per centum duty extended to the collections made from the officers of the 4th regiment?

Answer. No: It has not.

Question by prosecutor. Do you know what amount you have paid on the 5 per centum duty, to the adjutant of the 4th regiment, since you have been sutling?

Answer. I dont know the precise sum, but think something less than 400 dollars.

Question by court. Has the order laying the duty been continued and enforced during the whole time you have been sutling?

Answer. It has, except once perhaps in the instance of a detachment.

On the 1st specification, 2d charge, witness states he was with the regiment about the month of April or May, 1817, at the time sergeant Gary, 4th infantry, was in the employ as overseer of colonel King, and continued in his employ until the regiment left this place in Oc-

tober following: that witness understood he was a soldier some part of this time. Here the prisoner, colonel King, voluntarily admitted that sergeant Gary entered into his service as manager in the month of March, 1817, and remained in it nearly two years; and, also, that he expected, when sergeant Whitten was furloughed to go to North Carolina, that he would return to this country, and, if he did, he, colonel King, would give, for his services, as much as any one got in the country.

Question by prisoner. Were you the agent of colonel King for the purchase of a house and lot in Pensacola, from a person by the name of Malagassa, and was colonel King bound to make the payment of 1,000 dollars in specie, and was that 1,000 dollars which colonel King requested Mr. Houston to let Mr. Nelson have, intended to meet that payment?

Answer. Captain Nelson made the contract, and advanced the money in notes, which was to have been taken up by that sum in specie so soon as lieutenant Wilson returned from New Orleans, and this 1,000 dollars was intended to pay for the property, and the notes previously advanced to be returned to Messrs. Nelson and Randolph.

Court adjourned to meet to-morrow at 9 o'clock, A. M.

FRIDAY, November 26, 1819.

Court met. Present:

PRESIDENT.

Lieutenant Colonel William Lindsay.

MEMBERS.

Lieut. Col. M. Arbuckle,	Major J. B. Many,
Major James Bankhead,	Brev. Maj. A. C. W. Fanning,
Brev. Maj. E. Montgomery,	Major John N. McIntosh.

Captain F. L. Dade, *Supernumerary Member.*

S. D. Hays, *Judge Advocate.*

Mr. Randolph again being called before the court, was questioned as follows, viz :

Question by the prisoner. Was the 1,000 dollars in bills paid over by Nelson to Malagassa before we left Pensacola, on the 29th Nov. 1818, or did it at that time remain in Mr. Nelson's hands?

Answer. I believe the 1,000 dollars in notes was counted out to Malagassa, and retained in captain Nelson's hands on deposit,

subject to his will, or until specie could be got for them, and I believe Malagassa was not paid the specie.

Question by prisoner. How many payments have been made since you were appointed sutlers to the 4th regiment, and when, and where?

Answer. There have been five payments, one at this place in September, 1817; a partial payment at Fort Scott, on or about February, 1818; one, and a partial one, at Pensacola, and one other at this place in May, 1819.

Question by prosecutor. At the time colonel King commenced his purchases of Pensacola property, what was the state of exchange between specie and Georgia notes?

Answer. The average rate of exchange was about 10 per cent. at the time of this transaction.

Captain Joseph Shomo, 4th infantry, having asked and obtained leave of the court, explains and alters his testimony given the day before yesterday, in this: that he now recollects when lieutenant Wilson, adjutant of the 4th infantry, wrote the order, in pursuance of his direction, for the party sent in pursuit of deserters: it read in this way, that, if they were overtaken, they must be put to instant death; that he directed lieutenant Wilson to alter it, so that they should not be shot, unless they resisted or attempted to escape.

Captain Henry Wilson, of the 4th infantry, being duly sworn, states, as to the 1st specification of the 1st charge, that, on one or two occasions, witness saw Elijah Holland, private 4th infantry, driving colonel King's carriage in Pensacola.

3d specification, 3d charge: witness went to New Orleans under colonel King's orders, some time in November, 1818, with two drafts for 3,000 dollars each, for the quartermaster general's department: witness was to have brought some of this money in specie, but failed to get it; the drafts were drawn by general Gaines.

5th specification, 3d charge: the 4th regiment of infantry was at Fort Scott in the month of December, 1817.

1st specification, 4th charge: as to the death of Charles Mason, late private in the 4th infantry, witness understood he was drowned while undergoing a ducking; that lieutenant Lear was arrested and sergeant Starks confined; that they both were afterwards released without a trial; witness don't know by whose order, but believed by major Dinkins': the arrest of lieutenant Lear was withdrawn by major Dinkins.

2d specification, 4th charge: there was no investigation as to the death of Neil Cameron, that witness knows of; it was reported, and witness always understood, that he was killed by sergeant Childress, who commanded a party sent in pursuit of deserters.

Here the accused voluntarily made the following admissions, viz: that the facts at large, as contained in the 6th, 7th, 8th, and 9th specifications of the 4th charge, so far as it relates to his approval of the proceedings of the courts martial therein referred to; and that he did order the sentences to be carried into effect, as set forth in the specifications.

10th specification, 4th charge: witness says, as to the order for the quarantine regulations, witness knew that such order was given; that whilst that order was in force, a vessel did come up to Pensacola, but witness does not know by whose order and permission.

11th specification, 4th charge: as to colonel King's giving an order to lieutenant Sands, witness knows nothing; he knows there was an order of the Department, as stated in the specification; that witness, as adjutant of the 4th regt. frequently gave the order to shoot deserters, if taken in Florida, and sometimes with the condition of their resisting or attempting to escape; that, at this time, they were in the habit of going off by twos, threes, and fours together, and frequently with their arms; that the accused did, in one instance, approve the order to put deserters to death, if taken in Florida; that, afterwards, witness issued such orders as adjutant, deeming them as sanctioned by the accused.

11th specification, 4th charge: witness says, that soldiers of the 4th regt. have been frequently furloughed, and discharged a short time before the expiration of their terms of service; that it was generally done in the case of good soldiers; and as to witness' company, at his own solicitation and request; as to sergeant Gary, he was furloughed some time before his term of service had expired; but by whose order he was discharged, witness does not know.

1st and 2d specification, 5th charge: witness says, in February or March, 1817, the order as to the 5 per centum duty was issued, and witness was directed to make it known to the then sutlers; the present sutlers came in under the same order, which has continued in force ever since.

Question by prosecutor. When you bore major Dinkins' note, releasing lieutenant Lear and sergeant Starks, was not colonel King then in Pensacola, and did not major Dinkins keep lieutenant Lear and sergeant Starks in arrest, until the return of colonel King from Montpelier?

Answer. Colonel King was in Pensacola at the time they were released, and they were kept in confinement until the return of colonel King from Montpelier.

Question by prosecutor. Was colonel King in Pensacola at the time the vessel was admitted, contrary to colonel King's quarantine regulations, which vessel was directly from New Orleans with colonel King's carriage?

Answer. I do not recollect whether he was or was not.

Question by prosecutor. What character did Benjamin Tackwell and Charles Mason, of the 4th regt. bear, in said regiment.

Answer. I don't know.

Question by the prosecutor. Do you recollect whether deserters carried off their arms with them previous to the death of Cameron, or after he was shot?

Answer. They did.

Question by prosecutor. Did you not write an order for a command to pursue deserters from Pensacola by order of colonel King,

and shew it to him, in which you directed the party to shoot the deserter if he made any resistance or attempted to escape, and did not colonel King tear up that written by you and hoot at it, as not being positive to put him or them to death, and did he not write one himself, in the most positive terms, to put the deserter or deserters to instant death, if taken within the limits of West Florida.

Answer. I did write such an order and shewed it to colonel King, the accused, who stated it would not do, and wrote one himself, or directed me to write one, to have them put to death if taken in Florida.

Question by prosecutor. When you were relieved, as adjutant of the 4th infantry, by lieutenant Dulany, did you not turn over to him what was termed the regimental fund, and was it in cash or due bills, and was there not a due bill of colonel King's for the heaviest part of that fund?

Answer. I did; which was in due bills, and there was a due bill of colonel King's for the heaviest part of that fund.

Question by prosecutor. Has there ever been any settlement of the fund collected from the sutlers, called the regimental fund, and how and to what has it been applied; as adjutant were you not treasurer, and how did colonel King become so much indebted to that fund?

Answer. I was treasurer; my accounts were settled when I turned the funds over to lieutenant Dulany, including the account called the regimental fund; I loaned the money to colonel King, and held myself accountable to the regiment for it.

Question by prisoner. Were you, anterior to the 31st August, 1818, in the habit of reporting desertions to colonel King as they occurred, and receiving his instructions in the case, or did you send off the parties without consulting him?

Answer. I do not recollect as to the time, but have frequently reported cases to colonel King, and always to the commanding officer, and given the orders to the parties sent out, in pursuance of their instructions expressed or implied.

Question by prisoner. Was the discipline of the regiment unusually severe, or were the men indulged at Pensacola, with the liberty of the town, and every other gratification consistent with good order?

Answer. I did not think the discipline unusually severe, and the men were indulged as much as consisted with good order.

Question by prisoner. What was the impression of the officers in relation to the orders to shoot deserters; that it was a measure imperiously called for by the then existing state of things within colonel King's command; or that it was unnecessary and improper?

Answer. I believe the officers generally thought this order absolutely necessary to put a stop to the frequent desertions. I did think so myself.

Question by prisoner. Did you ever know colonel King to furlough a man but at the solicitation of the company officer, and has

not colonel King ever been scrupulously nice in his interference with the internal concerns of the companies of the regiment?

Answer. I did not, except in the case of sergeant Gary, and I do not know whether he did or did not furlough him unsolicited; and colonel King never unnecessarily interfered with the internal regulations of companies.

Question by prisoner. Had not sergeant Whitten been for a long time the mess sergeant, and what was his character?

Answer. He had, and bore the character of a correct man.

Question by prisoner. How much money did you loan colonel King, and at what time; and how much had there been paid into your hands on account of the five per cent. duty?

Answer. At one time colonel King was indebted to me upwards of 800 dollars, that is to say, in September, 1818, and I had then received of the sutlers something upwards of 200 dollars.

Question by prosecutor. At the time you loaned colonel King the 800 dollars had there been any expenditure for the band, of the money collected on the five per cent. duty?

Answer. There had not, except a small purchase of music.

Lieutenant Francis W. Brady, of the 4th United States' infantry, a witness on the part of the United States, being duly sworn, says: 3d specification 2d charge, he believes colonel King did not draw forage in kind of witness, as quartermaster, for either the months of July or August, 1818; but that witness did purchase him some fodder in August, and thinks it was due on a requisition for June previous.

Question by prosecutor. Was there not a number of debts due in the east section eighth military department, by the United States, at the time you was relieved by lieutenant Houston; and what funds was then in the department?

Answer. There were but two debts within my knowledge, which I had not paid or drawn drafts for, and those were disputed claims, amounting to about 700 dollars. I turned over to lieutenant Houston, in due bills and cash, about 3,800 dollars. Three thousand of which was a due bill on Major Hogan, paymaster of the 4th infantry, and a due bill on colonel King, for 190 dollars; and one on lieutenant Wilson for about 55 dollars.

Question by prosecutor. What was the reason Mr. Randolph turned over colonel King's due bill to you; or what had Mr. Randolph to do with the public horses; and how came he to sell them? and at what time did you leave Pensacola; and how long had you held colonel King's due bill before Mr. Houston received it?

Answer. They were auctioneers, and sold the cast horses; two of which colonel King purchased, and I suppose gave his due bill for them. I left Pensacola on the last day of August, 1818, and had not held colonel King's due bill more than two or three days before I turned it over to lieutenant Houston.

Question by prosecutor. Did you not issue forage to general Gaines and staff, at Pensacola, in July and August, 1818; and did not all the officers then in Pensacola, entitled to forage, receive it?

Answer. I did issue forage to general Gaines and staff, by his, general Gaines' order; the other officers in Pensacola did not, I believe, receive forage.

Question by the prisoner. Do you recollect the day of the month on which colonel King purchased, at public sale, a bay mare and sorrel horse?

Answer. I think it was about the 15th of August that the public horses were sold.

The court adjourned until to-morrow 9 o'clock A. M.

Saturday, November 27, 1819.

Court met.—Present,

PRESIDENT.

Lieutenant Colonel William Lindsay.

MEMBERS.

Lieut. Colonel M. Arbuckle,	Major J. B. Many,
Major James Bankhead,	Brevet Major A. C. W. Fanning,
Brevet Major E. Montgomery,	Major J. N. McIntosh.

And captain F. L. Dade, *Supernumerary Member.*

S. D. Hays, *Judge Advocate.*

Cornelius Jackson, a private of the 4th regt. United States' infantry, being duly sworn a witness for the prosecution, says, witness was one of the party who was sent in pursuit of Neil Cameron, private 4th infantry; that the party came upon him about 15 miles from Pensacola, while he was asleep; does not know who gave the order. Our order was wrote by major Dinkins, which was, that if we came up with him in the bounds of Spain, we were to put him to instant death, but if he was out of the limits of Spain, we were to take him back as a prisoner; we waked him up and asked him if he had not deserted, and he said he had; we asked him if he did not consider himself a prisoner, and he said he did. Sergeant Childress told him that he had orders to put him to instant death; he begged to be taken back as a prisoner, (saying he was on his return to Pensacola,) and tried by a court martial, and receive such punishment as a court might put on him. Sergeant Childress said, it was not worth while, for if he was, he would be put to death as soon as he got back. Cameron said, if he was, it would give him a few days to repent of his

drunkenness and bad doings. Witness saw sergeant Childress' determination was to shoot him, and witness told sergeant Childress to let Cameron read the order himself, and he still begged to be taken back as a prisoner; then sergeant Childress ordered witness to shoot him, and witness could not do it; he did not see any occasion for it, for Cameron had given himself up as a prisoner. Childress took the gun out of witness' hand, and stepped round him while he was sitting down, and snapped it at Cameron's breast twice. Sergeant Childress handed back the gun, and told witness to discharge it; he told witness to load her again, and witness done so. Cameron then made this reply to him, "sergeant Childress, you have snapped your gun at me the second time, now take me home as a prisoner if you please." He told him it was more than he could do, for his order would not allow of it; sergeant Childress stepped round to Cameron, as he was sitting down, and says, I wish I had a heart as big as a mill stone, and blowed him through; then we returned to Pensacola as quick as we could; we reported to the commanding officer what we had done, and he said we had done exactly right.

Question by prosecutor. Had Neil Cameron his arms with him when you overtook him, or was he unarmed?

Answer. He was unarmed.

Question by prosecutor. Did you bury him, or leave him where you had shot him, and did not col. King pass you on the road as you were returning, and had he any conversation with the sergeant or yourself, on the subject of shooting Cameron?

Answer. We left him where we had shot him, unburied; col. King did not pass us on our return.

Question by prosecutor. Did you not receive, in March last, at this post, the sum of fifteen dollars from sergeant Childress, as part of the reward for apprehending Neil Cameron?

Answer. I did.

Question by court. At what time was Neil Cameron shot?

Answer. I do not recollect, but believe about the last of August, 1818.

Question by prosecutor. Can you read or write?

Answer. I cannot.

Thomas Mitchell, a private of the 4th inf't. a witness on the part of the prosecution, being duly sworn, says:

1st Specification 4th Charge. Witness was sent with Charles Mason, in the morning, to see that he washed himself; he had been in the stocks all night; and while he was down washing himself, sergeant Starks and another man came down with a rope; the sergeant ordered us to tie Mason's hands and feet, we only tied his hands and kept him under water till we cried out to sergeant Starks to let him take his breath; he replied, keep him under the water, if you dont, I will come in and duck you. Afterwards, witness told him he was so near drowned it was not worth while to duck him any more, and he ordered us to fetch him out then; when we were fetch-

ing him out, we both had hold of him, and the sergeant ordered us to let him go. He fell, and sunk under water, and we grabbed him up as soon as we could, and we took him out and rolled him on a barrel awhile, but he was dead.

Question by court. Was he dead when you let him go, or did you observe any life in him?

Answer. He was not dead when we let him go.

Question by prosecutor. Was not Benjamin Tackwell one of the party who held Mason under water?

Answer. He was.

Question by prosecutor. Did not sergeant Starks say to Mason, before he tied him, that he intended to drown him for being drunk the night before?

Answer. I did not hear him say so.

Question by prosecutor. Was you knowing to Benjamin Tackwell's being discharged, or furloughed, previous to the day Mason was drowned?

Answer. He was not.

Question by prosecutor. Was you knowing to Tackwell's being flogged, after his being discharged and brought back?

Answer. Yes, I was.

Question by prosecutor. Do you know the reason assigned for Tackwell's being flogged? Was it by order of a court martial?

Answer. I cant exactly tell what he was flogged for; it was not by order of a court martial.

Captain Philip Wager, a witness on the part of the prosecution, being duly sworn, says, 4th specification 3d charge, that, on the 10th October, 1817, witness joined a detachment of recruits, 4th infantry, at Fort M^cHenry, Baltimore, then under orders for Mobile. Colonel King engaged the ship General Hand for the transportation of the detachment, and every preparation was made for our embarkation about the first November following. A few days previous to the time at which we were to have sailed, the destination of the detachment was changed to Point Petre. When this order was received, witness went to the owner of the ship General Hand, and told him he need not make any further preparations for us; that probably we should not go in his vessel, as the destination of the detachment was changed, and, if we did go in his vessel, we should have to make a new bargain with him. He replied to witness, give me \$1,500 more, and I will land you at Point Petre. Colonel King, in the mean time, arrived at Baltimore with his family. Hearing the destination of his detachment being changed, he, colonel King, proceeded immediately to Washington City, and, on his return to Baltimore, informed witness he had made arrangements with the department; and the department had permitted him to give as much more for the ship General Hand, as he would have to give any other vessel to land the detachment at Point Petre. On the 11th November, we embarked on board the ship General Hand, and, on the 13th, set sail; the detachment consisted of 63 men, and two subaltern officers. On board

said ship was colonel King and family, and about 30 negroes; he had, also, a quantity of furniture on board, with a carriage, chairs, tables, and some other articles of furniture. About the 25th or 28th November, the detachment landed at Point Petre, Georgia. Colonel King then proceeded in the ship to Mobile, where he informed witness the department had permitted him to go to settle his family.

Question by prosecutor. Was you not the quartermaster, or acting in that capacity at that time?

Answer. I was.

Question by prosecutor. Did not colonel King make the contract with the owners of the ship General Hand; and had you any concern in making the bargain; or was you employed in any manner on that duty?

Answer. I had not; but the contract was made before colonel King directed me to act as quartermaster.

Question by prosecutor. Was the provisions, necessary for the subsistence of the detachment, shipped on board the General Hand, previous to the alteration in the destination of the troops?

Answer. I dont recollect.

Question by prosecutor. Did you, as quartermaster, make any attempt to obtain a vessel at a lower price, after the destination of the troops was altered; and what was given for the General Hand; or was you ordered to make any inquiry on that subject by colonel King?

Answer. No: I had nothing to do with it; nor had I any orders from colonel King on the subject.

Question by prosecutor. Do you know that colonel King made any inquiry, or took any pains to procure a vessel at a lower price than was exacted by the owners of the General Hand?

Answer. I do not.

Question by prosecutor. Did not colonel King say to you, on his arrival in Baltimore with his family, when he knew that the destination of the troops was altered, that he must go to Washington, for it had played hell with his private arrangements, alluding to his getting his family, &c. brought out in that vessel?

Answer. Colonel King did make some such remark.

Question by prosecutor. Do you know what is customary to be paid for transporting a detachment, of the strength you commanded, from Baltimore to Point Petre?

Answer. I do not.

Question by prosecutor. Was you not apprised, at Baltimore or Point Petre, on your arrival, that the 4th regiment was then in the Creek nation?

Answer. On our arrival at Point Petre. we understood that the regiment had moved from Camp Montpelier for Fort Scott; which information was obtained from a paragraph in a newspaper.

Question by prosecutor. Did you not hear colonel King say, when in Baltimore, he was under orders to join his regiment?

Answer. I dont recollect to have heard him say so.

Question by prosecutor. Did you not remain at Point Petre for some time, and then march your command for Fort Scott, and arrived there previous to colonel King's joining the regiment on that post?

Answer. I remained at Point Petre and Amelia Island till the 4th January, 1818, and arrived at Fort Scott about the 15th of March following, the day previous to the arrival of colonel King.

Question by prisoner. Was the ship General Hand bound to New Orleans, and thence to Liverpool, when she was chartered by colonel King?

Answer. I understood so from the captain of the vessel.

Question by prisoner. Were you not at Fort McHenry in command of the detachment, and had not captain Hook, then recruiting in Baltimore, the superintendence of the preparations for embarkation?

Answer. I was at Fort McHenry, in command of the detachment, but do not know that captain Hook had the superintendence of the preparations for embarkation; that captain Hook was then in Baltimore.

Question by prisoner. For what purpose did colonel King direct you to act as quartermaster; was it principally to make the disbursement for a set of musical instruments purchased by captain Hook for the regiment, and did you do any other duty as quartermaster?

Answer. It was for that purpose, and I done no other duty as quartermaster, except to purchase fuel for the detachment.

Question by prisoner. What were the description of negroes which colonel King had on board the General Hand; were they all men and women, or were they principally children?

Answer. About half the number, I think, was under the age of 18 years, and a great part of them small children.

Question by court. What sum was to have been paid to the owners of the ship General Hand to transport the detachment to Mobile?

Answer. I do not know, but understood it was \$1,500.

Question by court. Do you know that the department did allow colonel King to transport his family, negroes, provisions, and furniture, to Mobile, on board the General Hand?

Answer. I do not; but was told by the adjutant and inspector general, Daniel Parker, that colonel King would move out with his family, and go with the detachment.

Question by court. What was the additional sum given between the first and last contract made for the transportation of the detachment?

Answer. I do not know.

Question by court. Was colonel King's family and provisions on board the General Hand previous to the destination of the detachment being altered?

Answer. His family was not, but part of the provisions might have been, though I dont recollect; every thing he brought from home was put on board afterwards.

Question by prosecutor. Have you not brought on a detachment

of troops from Philadelphia to Point Petre, since the fall of 1817, and did you not engage the transport, and what was paid, and the strength of the detachment?

Answer. I brought on a detachment of about 115 men, in March last, from Philadelphia to St. Mary's. I did not engage the transport myself, but believe the sum given was about \$700 or \$900, and the accommodations afforded by the vessel were not sufficient for more than half that number of men.

Question by prosecutor. Could not a vessel have been obtained in Baltimore, in 1817, to transport your detachment to Point Petre for \$1000; do you not believe, if you had been ordered to procure a transport, you could have obtained it for that price?

Answer. I think a vessel might have been procured for \$1000, affording accommodations for my detachment.

Tenth specification fourth charge, witness states: in the month of June, 1818, witness was ordered to New Orleans to bring on military stores and clothing for the troops at Pensacola; colonel King requested witness, at the same time, to bring a carriage of his, after loading the public vessel with public property; witness found there was not room for his carriage, and shipped it in another vessel for Pensacola; witness arrived at that place, on the 4th July, on board the public vessel; the day following, when in company with colonel Brooke, some person reported to colonel Brooke there was a vessel below with colonel King's carriage on board, and asked if she should be permitted to come up; colonel Brooke directed that she should; at this time colonel King was absent at cantonment Montpelier, as witness was informed; witness was told there was an order out subjecting vessels from Orleans to a quarantine for a number of days not recollected.

Question by prosecutor. Did you not purchase, in the fall of 1817, under an order of colonel King, instruments for the band of the 4th infantry, and what did you pay for them, and out of what fund?

Answer. I paid, in the fall of 1817, for a number of instruments for the 4th infantry, the sum amounting to about \$250 or \$300, by the order of general Gaines.

Question by prosecutor. Have you received a credit for the sum you paid for the band instruments at the Auditor's Office, or how has the account been settled?

Answer. The account was passed to my credit.

Question by prisoner. Have you any recollection of the time and place, when and where, general Gaines' order for the purchase of the instruments was given?

Answer. I don't recollect the date of the order, but think it was made in the latter part of the year 1815, or first of 1816.

Captain Henry Wilson, of the 4th infantry, having asked and obtained leave of the court to correct his statement of yesterday, states, that the sum turned over to lieutenant Dulany in colonel King's due bill, which was for \$330-52 $\frac{1}{2}$, instead, as stated before, of the heaviest part of the regimental fund, it was the heaviest due bill.

Question by prosecutor. Is not the statement, now in your hands, in the hand writing of colonel King, the statement of your account as regimental treasurer?

Answer. It is in the hand writing of colonel King; and is a statement of my account as treasurer.

The court adjourned to meet on Monday the 29th instant, at nine o'clock, A. M.

Monday, November 29, 1819.

Court met.—Present,

PRESIDENT.

Lieutenant Colonel William Lindsay.

MEMBERS.

Lieut. Colonel M. Arbuckle,	Major J. B. Many,
Major James Bankhead,	Brevet Maj. A. C. W. Fanning,
Brevet Maj. E. Montgomery,	Major J. N. McIntosh.

Captain F. L. Dade, *Supernumerary Member.*

S. D. Hays, *Judge Advocate.*

Captain Henry Wilson being again before the court.

Question by prosecutor. Was you not present in Pensacola, sometime in September, 1818, when major Dinkins was on the point of sending sergeant Childress and party in pursuit of Neil Cameron, a deserter from the 4th regiment of infantry?

Answer. I was in Pensacola during the month of September, 1818, but dont recollect of the command's going out after Neil Cameron.

Question by prosecutor. Who wrote the order that sergeant Childress and party had to pursue Neil Cameron?

Answer. I always understood that major Dinkins wrote the order.

Question by court. Was you not with major Dinkins about this time, when he had written an order for a party to pursue deserters, "that if they resisted or attempted to escape, to put them to death;" and did you not tell them the department order was to have them put to instant death, if taken in the province of West Florida, but otherwise to have them brought back?

Answer. I dont recollect that I did.

Question by court. Sometime shortly anterior to this, did colonel King authorize or direct that all parties sent in pursuit of deserters should be ordered to put them to death, if taken within the limits of Florida?

Answer. I considered it so.

Question by court. Were you not the department adjutant at this time?

Answer. I was.

Question by court. Did, or did you not, consider the order to put all deserters to death if taken in Florida, the standing department order; and the other order, in case of resistance or an attempt to escape, rather an exception to the first order.

Answer. I most frequently gave the order to put them to death if taken in Florida, and always considered myself fully authorised to do so.

Question by court. By what authority did you give orders different to what you say you considered the department order?

Answer. I gave them in that way, under the belief they would be sanctioned; and once by order of captain Shomo, commanding Pensacola.

John Enwright, a musician of the 4th infantry, a witness on the part of the prosecution, being duly sworn, says, that at the time we sailed from Point Petre, colonel King had on board the General Hand, some provisions, household furniture, a carriage, and about 25 or 26 negroes; and, likewise, four enlisted soldiers, of the 4th infantry, of which number witness was one; all of which colonel King brought with him to Mobile; but at whose expense witness does not know; that the three men were brought on to Mobile for the purpose of being attached to the band of the 4th infantry: that, we waited five or six days at fort Charlotte, for a fair wind to bring us up to fort Montgomery; that, afterwards, Cummings and myself were landed at Blakely, from where we marched, with a detachment of the 8th infantry, to fort Montgomery.

Question by prosecutor. On board of what vessel was colonel King's furniture and negroes shipped, after your return through Lizard creek to Mobile?

Answer. I do not know.

Question by prosecutor. When you arrived at Mobile had the ship any cargo on board but what belonged to colonel King?

Answer. I dont know.

Question by prosecutor. Did you assist to land colonel King's baggage from on board the ship General Hand?

Answer. No.

Question by prosecutor. Was colonel King's carriage landed at Mobile, or was it left on board that ship?

Answer. It was left at Mobile, I think.

Question by prisoner. Do you recollect the circumstance of seeing the crew of the General Hand employed in landing from the ship, at Mobile, a parcel of tierces of loaf sugar, a quantity of cast iron wares, a quantity of butter in kegs, a quantity of powder, and perhaps some other articles?

Answer. Yes.

Gardner Fullerton, a musician of the 4th infantry, a witness on the part of the prosecution, being duly sworn, was questioned as follows, viz:

Question by prosecutor. Did not you come up the river in the vessel that col. King and family were on board of: and did you remain on board until you reached Fort Montgomery, or the Bayou?

Answer. Col King's family was not on board the vessel I came in; but on board the Amelia.

Question by prosecutor. What was done with the negroes that col. King brought out in the General Hand, after his arrival in Mobile?

Answer. They were sent up to Montgomery, two or three on board the vessel I came in, and some on board the Amelia, which came in company with us.

Question by prosecutor. Was the vessel you came in a public vessel: and what was her name?

Answer. I think she was not a public vessel; but dont recollect her name.

Question by prosecutor. What was on board the vessel you came in, provisions or soldiers?

Answer. There were eight or nine soldiers, and baggage for the 8th regiment; but dont know as to the provisions.

Question by prosecutor. Did you see col. King's carriage landed at Mobile from on board the ship General Hand?

Answer. I did not.

Lieutenant Henry R. Dulany, of the 4th infantry, a witness on the part of the prosecution, being duly sworn, says—witness knows that the duty of five per centum has been laid on the sutlers, as set out in the specifications; and since witness was Adjutant of the regiment had made two collections under the said order, between the 1st of April and last of Sept. of the present year, amounting to about \$150.

Question by prosecutor. Was any cash turned over to you, as belonging to the regimental fund, when you relieved capt. Wilson, or was it entirely in due bills?

Answer. It was entirely in due bills.

Question by prosecutor. Was col. King's due bill turned over to you by capt. Wilson as a part of that fund: and did you receipt for it as such?

Answer. Col. King's due bill was turned over to me for about \$300; but dont know whether it was a regimental fund or not, but presume it was.

Question by prosecutor. What did you consider col. King's due bill given to you for; as a debt due by capt. Wilson to the regimental fund, or as col. King's debt to that fund?

Answer. I considered it as a debt due by col. King to that fund.

Lieutenant William Lear, of the 4th infantry, a witness on the part of the prosecution, being duly sworn, states—that about the 2d of September, 1818, witness ordered sergeant Starks to take Charles Mason, who had been drunk the over night, and at that time in a very filthy condition, and to duck and wash him; the sergeant took him to the bay—Mason was brought back dead, but witness does not know whether he was drowned or not. By the order of Major Din-

kins witness and sergeant Starks were put under arrest, and remained so fifteen days. When col. King returned to Pensacola witness went to col. King's quarters to report the case to him, and found major Dinkins there, who had mentioned the circumstance to the colonel, witness presumes; col. King observed, he did not hold bound for the man's death, but only for the order he had given; witness then returned to his quarters, and in a short time lieutenant Wilson, the adjutant, brought witness a release from arrest, signed by Major Dinkins, and sergeant Starks was also released without trial, by order of Major Dinkins, as witness believes; and witness does not know that the colonel ever refused to have the affair investigated.

Here the witness objected giving testimony as to the third specification, 4th charge; as he might thereby criminate himself.

The court, after mature deliberation, decided, that the witness should not testify to the specification generally, but, shall answer to such questions as the court deem proper.

Question by court. Was Benjamin Tackwell discharged about the 27th August, 1818: and had his term of service expired, and by whom was he discharged?

Answer. Benjamin Tackwell was furloughed and discharged about the 27th August, 1818, by col. King; his term of service had not then expired; his furlough was signed by witness and countersigned by col. King.

Question by court. How long had he to serve at the time he was furloughed.

Answer. About 15 or 20 days.

Question by court. Was he brought back and made to serve out his term of service?

Answer. He was brought back and put on duty; but was again discharged, a few days before his term expired, by consent of Major Dinkins.

Question by prosecutor. Was he not flogged after his return to Pensacola: and do you know the reason why he was flogged?

Answer. He was flogged. The reason why he was flogged was, that after he got his furlough, he tore up his uniform coat in a most contemptuous manner.

Question by court. Was he flogged by sentence of a court martial?

Answer. He was not.

Question by prosecutor. Was not col. King knowing to his being flogged: and did you hear him say he approved of his being flogged?

Answer. He was knowing to it; and I heard col. King say he deserved it.

Question by court. Did col. King ever cause any legal investigation to be made as to his being flogged?

Answer. Not to my knowledge.

Question by prisoner. Was it on your application that Tackwell was furloughed and discharged?

Answer. I think it was.

Question by prosecutor. What character did Charles Mason and Benjamin Tackwell bear in the 4th infantry?

Answer. The character of Mason was that of a great drunkard; and Tackwell I considered a very indifferent soldier.

Lieut. Q. B. Heronimus, a witness on the part of the prosecution, being duly sworn, states, that on or about the 10th of August, 1818, witness reported to lieut. Sands, adjutant 4th infantry, that a man by the name of Waters had deserted; that col. King gave a verbal order to lieutenant Sands to detail a suitable non-commissioned officer, one who could be trusted, and two men, to pursue this man, and if overtaken within the province of Florida, they should put him to death; but if above the line, they should bring him back. This man was not overtaken by them.

Question by prosecutor. Where was col. King when you reported to lieut. Sands the desertion of Waters? and who was present besides lieut. Sands?

Answer. He was in front of the officers' quarters; several gentlemen were present; and, I think, Dr. Elliott.

Question by prosecutor. Did Waters take off his arms with him?

Answer. He did not.

Question by prosecutor. Did you not act as adjutant at the Barancas, and was it not customary to send commands after deserters, with a similar order to that given by col. King?

Answer. I did act as adjutant, but dont recollect to have given such an order.

Question by prisoner. At what time did you go to the Barrancas, and when did you enter upon the duties of adjutant at that post?

Answer. I think on or about the 12th November, 1818.

14th specification 4th charge, witness believes that he has had a sufficiency of time to make purchases of such provisions as could be procured in the country, and that he had at least three days' notice—thinks more.

Question by prosecutor. Was you not acting quartermaster at the time lieutenants Dulany, Houston, and yourself were ordered to make purchases of provisions?

Answer. I was.

Question by prosecutor. What quantity of provisions was on hand when col. King gave his order to purchase?

Answer. When I was ordered to purchase provisions in May, 1819, there was on hand a half barrel of beef, and twelve barrels of flour.

Question by prosecutor. What time was allowed under that order for procuring the supplies necessary? and what was paid for the rations?

Answer. Their was an advertisement out three days; and the ration of beef, only, cost $17\frac{1}{2}$ cents.

Question by court. How many troops were here at that time?

Answer. About two hundred men.

Question by court. Do you know that the troops did suffer for want of rations?

Answer. They were one day without meat.

The court adjourned, to meet to-morrow, 9 o'clock, A. M.

Tuesday, November 30th, 1819.

Court met.—Present.

PRESIDENT.

Lieutenant Colonel William Lindsay.

MEMBERS.

Lieut. Col. M. Arbuckle,
Major James Bankhead,
Brev. Maj. E. Montgomery,

Major J. B. Many,
Brev. Maj. A. C. W. Fanning,
Major J. N. McIntosh.

Captain F. L. Dade, *Supernumerary Member.*

S. D. Hays, *Judge Advocate.*

Major James E. Dinkins, of the 4th infantry, a witness on the part of the prosecution, being duly sworn, states, that about the 1st September, 1818, col. King left Pensacola, and witness assumed the command of the regiment; a day or two afterwards, lieutenant Lear represented to witness, that he had ordered a soldier by the name of Mason to be ducked, and he believed he was drowned: witness directed the surgeon to be sent to him, and afterwards learnt the man was dead; on which witness arrested lieut. Lear, and the sergeant who was directed to put the said order into execution, but did not prefer charges against them, because he only considered himself as the temporary commanding officer of the regiment and post, and chose rather to report the circumstances to the colonel on his return, and let him act on them. Witness accordingly done so, on the return of the colonel, about the 16th of the month, and observed, at the same time, witness considered an officer who gave an order for the infliction of punishment, and did not superintend its execution, as accountable for the extent to which it was carried; but left it altogether to him to prosecute or not; col. King observed, he thought lieut. Lear only accountable for the order he had given, and not for the death of the man, and was not disposed to prosecute, and had no objection

to their both being released from arrest. Witness then liberated them; col. King did not, however, again assume the command, but witness continued in command until the day on which the regiment left Pensacola. Col. King was, during the whole of this time, commanding the department, and acting civil and military governor of the province of West Florida.

Question by prosecutor. Was you not in Pensacola when sergeant Whetten, the messman, was furloughed and discharged, previous to the expiration of his term of service? and had you not heard col. King say he had engaged him to return in the fall, as his overseer?

Answer. I was in Pensacola, and recollect, at some time, to have heard the colonel speak of having Whetten as an overseer, and if he returned, he expected to get him; but never heard him say that he had actually made a contract with him.

Question by court. How long prior to the expiration of sergeant Whetten's term of service was he furloughed and discharged? by whom, and for what purpose or reason?

Answer. I do not know how long he had to serve when furloughed by col. King; dont know by whom discharged, for what purpose or reason.

Question by court. Had not Whetten the character of a very good soldier?

Answer. I have heard the officers say he was a man of a very good character; from his being appointed mess sergeant I was under the impression that it was for his good qualities.

Question by court. How is the good of the service promoted by discharging a valuable soldier three or four months before his term expires?

Answer. I am of opinion, that the service is not injured by discharging a faithful, good soldier, a month or two before his term expires, who has served five years, without a furlough.

Question by court. Has not this been frequently done in the fourth regiment, with the knowledge and consent of col. King?

Answer. Men have been frequently furloughed and discharged a short time previous to the expiration of their term of service, in the 4th regiment, to the knowledge of col. King, and I presume by his consent.

Question by prisoner. Have you not had the immediate command of this post, since the month of March last?

Answer. I have been in command of this post since about the 18th March last.

Question by court. Has not col. King been in the actual command of the department, since August, 1818, until the day of his arrest.

Answer. He has.

The court adjourned, to meet to-morrow, 9 o'clock.

Wednesday, December 1st, 1819.

Court met.—Present:

PRESIDENT.

Lieut. Col. William Lindsay.

MEMBERS.

Lieut. Col. M. Arbuckle,	Major J. B. Many,
Major James Bankhead,	Brev. Maj. A. C. W. Fanning,
Brev. Major E. Montgomery,	Major J. N. McIntosh.

Captain F. L. Dade, *Supernumerary Member.*

S. D. Hays, *Judge Advocate.*

Major J. B. Hogan, paymaster 4th infantry, was asked the following question by the court, viz:

Question by court. Have you any evidence of colonel King's ever having received your answer to his letter set out in the 4th specification, 2d charge?

Answer. Colonel King has paid me the \$300 inclosed to him in that letter, that, on my trial before the general court martial, whereof brevet major Fanning was president, acknowledged that he did receive a letter from me, enclosing the \$300, in which I stated I would accommodate him, by assisting Messrs Nielson & Randolph, to the amount of a few hundred dollars.

Here the following documents were offered to be read in evidence on the part of the prosecution, which was allowed by the court, viz.

Document No. 1 as to the 4th charge 2d and 11th specifications.

2	3d	2d	do
3	3d	4th	do
4	2d	4th	do
5	2d	4th	do
6	4th	15th	do
7	4th	15th	do
8	4th	4th	do
9	4th	7th	do
10	2d	1st and 15th	do
11	4th	10th	do
12	4th	6th	do
13	5th	1st and 2d	do
14	4th	11th	do
And 15 to 27	3d	4th	do

The accused, col. King, objected to document marked No. 10, as relates to the furlough for sergeant William Gary, being read as evidence in the case, on the ground that the order furloughing him is in existence, and ought to be produced. The court, after mature deliberation, are of opinion that, inasmuch as the document is admitted to be a true extract from the official registration of furloughs in the 4th regiment, and deeming that the best evidence of the fact therein contained, decided that it ought to be received as evidence, and therefore overruled the objections.

The testimony on the part of the prosecution being closed, the accused, col. King, was allowed to examine captain H. Wilson, lieutenant H. R. Dulany, 4th infantry, and major James E. Dinkins, 4th infantry.

Captain Henry Wilson was interrogated as follows, viz:

Question by prisoner. Were not the orders which you received from colonel King, during the month of August, 1818, in relation to the shooting of deserters, if overtaken in the province of West Florida, given by him as the immediate commanding officer at Pensacola?

Answer. I believe they were.

Question by prisoner. Did you not, after the 1st September, 1818, act in the double capacity of adjutant to major Dinkins, commanding the garrison of Pensacola, and adjutant to col. King, commanding the department?

Answer. I did.

Question by prisoner. During the month of September, 1818, and until the evacuation of Florida by the 4th regiment, to whom did you report the deserters from Pensacola, and on whose orders were they pursued?

Answer. Major Dinkins assumed the command of the post of Pensacola on the 1st September, and was in the habit of reporting the casualties of the night to him, as the adjutant of the regiment, and that major Dinkins continued in command until the removal of the troops, except for six days, while captain Shomo commanded.

Question by prisoner. How many desertions took place from Pensacola, from the 15th to the 18th September, 1818, and what was then the strength of the garrison?

Answer. During the 15th and 18th inclusive, there were eight desertions; the strength of the garrison was on the 15th, 272, non-commissioned officers, musicians, and privates, and on the 18th, 275 present.

Question by prisoner. Was there not a great number of desertions from Pensacola in 1818, that were never entered in the regimental book, from the circumstance of their being retaken and brought back in a day or two?

Answer. I presume there were a number of desertions in 1818, that were not recorded.

Question by prisoner. What was the strength of the garrison of Pensacola, "present" on the 26th July, 1818?

Answer. The total present 130.

Question by prisoner. Did col. King leave the 4th regiment on furlough, in May, 1817, and when did he rejoin it?

Answer. He left it in May, 1817, and rejoined again in March, 1818, at Fort Gadsden.

Question by prosecution. Was not col. King at that time, (August, 1818,) the actual commander of the department, as well as the garrison of Pensacola?

Answer. He was.

Question by court. Did captain Shomo issue an order assuming the command of the 4th regiment, at Pensacola, during the absence of major Dinkins, or did you only view him as the commanding officer, in consequence of his being the senior officer present?

Answer. He did not, but I reported to him as being the senior officer present.

Question by prosecution. Did you not hold a conversation with maj. Dinkins, about the first time he was in command, and had ordered a party in pursuit of deserters, and did you not state to major Dinkins, viz: that the order major Dinkins had just written, which read thus, that if they attempted to escape, or resist, they should be shot, that it was not such an one as col. King always issued on similar occasions; but, that col. King always ordered them put to instant death, if taken in West Florida, and did not the major alter his order at your suggestions?

Answer. Not that I recollect.

Lieutenant H. R. Dulany, being called by the accused, was questioned as follows, viz:

Question by prisoner. As regimental treasurer, had you not charge of the wine fund, and the mess fund, as well as the regimental fund, and was there not in the treasurer's accounts, some hundred dollars due the companies at Amelia Island?

Answer. Yes, I had several different funds, and I believe a company fund, due a company at Amelia Island.

Question by prisoner. When you closed your accounts, did not col. King offer to pay down the sum of \$130, the amount he then owed to the treasurer, and did not major Dinkins, (col. King being in arrest,) request him to retain it in his hands until it was called for?

Answer. He did.

Question by prisoner. During the time you acted as regimental treasurer, was there not about \$200 of the regimental fund expended for the purchase of instruments, for the regimental band, and was there not about a like sum laid out to equip for West Point a youth named Henry Von, who had been patronised by the gentlemen of the regiment, and at their interest appointed a cadet at the military academy?

Answer. During the time I acted as regimental treasurer, I believe there was about \$162 laid out for musical instruments for the regiment, and about \$175 paid for the outfit of Henry Von, the youth who was sent to West Point.

Major James E. Dinkins being called, was interrogated as follows, viz :

Question by prisoner. Has colonel King granted furloughs to any of the men under your command since the month of September, 1818?

Answer. Not to my recollection.

Question by prisoner. Has colonel King ever given discharges to men under your command before the expiration of their term of service, except on the surgeon's certificate of inability, or when you had granted them furloughs to the expiration of their enlistment?

Answer. Colonel King has discharged men previous to the expiration of their term of enlistment on the surgeon's certificate; in a few instances, I have furloughed men till their term of service expired; their discharge I did not sign, because, before their term of service expired, I might be removed from the command, and therefore preferred that their discharges should be signed by the commanding officer of the regiment.

Question by prisoner. For what length of time were the furloughs usually given, and were the discharges so dated as to be of no effect until the expiration of the term of enlistment, and was not the sole object for which the discharges were given to save the men the trouble and expense of returning for them?

Answer. The furloughs were given from 5 to 30 days, and, perhaps, in one or two instances for a few days more; the discharges were so dated as to take effect at the expiration of their term of enlistment; my impression was, that the sole object in signing the discharges was to save the trouble and expense of the soldiers returning for them.

Question by prosecutor. Was it practicable, from the manner in which the garrison of Pensacola was necessarily quartered, to restrict the men by means of a chain of sentinels?

Answer. I dont think it was practicable, from the manner in which the town was quartered, to have formed a chain of sentinels.

Question by prisoner. Did it not appear, from your observation, that many of the inhabitants of Pensacola were entirely dependent upon the proceeds of their gardens for the support of their families?

Answer. I believe there were many.

Question by prisoner. Do you recollect the circumstance of complaints being made, immediately after your arrival at Pensacola, in the early part of August, 1818, that the men brought on by you had commenced plundering the gardens of the inhabitants, and committing other depredations upon their property?

Answer. I understood such complaints were made.

Question by prisoner. Was not Major General Gaines at Pensacola in the latter part of July and early part of August, 1818?

Answer. Major General Gaines was there in the early part of August.

Question by prosecutor. Did you not refuse to give a discharge to the late sergeant Barron, ward master and steward of the hospital, and do you recollect the reasons you had for refusing the usual indulgence?

Answer. I did refuse, because I thought his services were indispensably necessary here. I think his furlough was for upwards of thirty days.

Lieutenant colonel William Lindsay being sworn, the following question was asked him :

Question by prisoner. What has been the practice at the posts at which you have served, since the 1st January, 1815, in relation to the inflicting of corporeal punishment by stripes and lashes?

The judge advocate objected to the witness answering the question, because it is irrelevant, and the answer to it could in no wise benefit the defence. The prisoner stands charged with an offence before the court, and, were he even to succeed in establishing the guilt of others, it would not disprove or extenuate his own.

The court, after mature deliberation, sustained the objection.

The court adjourned to meet to-morrow, 9 o'clock, A. M.

Thursday, December 2, 1819.

Court met.—Present,

PRESIDENT.

Lieutenant Colonel William Lindsay.

MEMBERS.

Lieutenant Colonel M. Arbuckle, Major J. B. Many,
Major James Bankhead, Brevet Major A. C. W. Fanning,
Brevet Major E. Montgomery, Major J. N. McIntosh,

And Captain F. L. Dade, *Supernumerary Member.*

S. D. Hays, *Judge Advocate.*

The prisoner offered the following documents, to be read as testimony in his defence, which was allowed by the court :

Document C, 11th specification 4th charge.

D, 5th	do.	3d	do.
E, 11th	do.	4th	do.
F, 1st	do.	2d	do.
G, 1st	do.	2d	do. and
15th	do.	4th	do.
H, 4th	do.	15th	do.
I, 15th	do.	4th	do.
K, 4th	do.	3d	do.
L, 4th	do.	3d	do.
M, 11th	do.	4th	do.

N, General Jackson's letter of approbation.

The judge advocate objected to document I. being read in evidence, because it purports to be the order of the prisoner himself, in-

troduced by himself, to disprove a charge alleged against him for the very fact of having made the order: the prisoner alleges that the order was made by the authority of general Gaines, and not by himself as charged. It is in proof that he issued the order by his adjutant, and it now devolves on him to shew that general Gaines directed him to do so; but it is not competent for him merely to state that such is the fact, or to introduce any act of his own in proof thereof.

He should have had general Gaines before this court; he is in their reach, and it was the duty of the prisoner, as it was his interest, to require his attendance, but he has failed to do so; the court therefore will reject this testimony, for it is totally inadmissible in its nature, and not the best within their power to obtain.

The court, after mature deliberation, overruled the objection.

The prisoner having closed his testimony, the court allowed him until Monday next to make his defence.

The court adjourned to meet on Monday next, at 9 o'clock, A. M.

Monday, December 6, 1819.

Court met.—Present,

PRESIDENT:

Lieutenant Colonel William Lindsay.

MEMBERS:

Lieut. Colonel M. Arbuckle,	Major J. B. Many,
Major J. Bankhead,	Brevet Maj. A. C. W. Fanning,
Brevet Major E. Montgomery,	Major J. N. McIntosh.

Captain F. L. Dade, *Supernumerary Member.*

S. D. Hays, *Judge Advocate.*

When the accused, colonel King, delivered his defence, which was read to the court, (see document marked O;) when the judge advocate gave his opinion to the court, (see document 28;) after which the court was occupied, during the legal hours of sitting, until Wednesday, 12 o'clock, when they agreed on the following

Finding and sentence, viz:

After the most mature deliberation, the court find the prisoner, colonel William King, 4th regt. U. S. infantry, not guilty of the 1st specification, 1st charge; not guilty of the 2d specification, 1st charge; not guilty of the 1st charge.

The court find in the 1st specification, 2d charge, that the prisoner did furlough sergeant Gary about five months before his term of service expired, and that he employed him as his manager or overseer; they also find that the accused did employ sergeant Latta, before his term of service expired; and they also find that he did discharge and furlough sergeant Whetten, about three months before his term of service expired. The court find him not guilty of the other parts of the specification.

Not guilty of the 2d specification of the 2d charge: not guilty of the 3d specification of the 2d charge: guilty of the facts charged in the 4th specification, 2d charge: not guilty as stated in the 5th specification, 2d charge.

On the 2d charge the court find the prisoner guilty of unofficerlike conduct, but cannot in their conscience say, that he was actuated by the ungentlemanly motives ascribed to him in the 4th specification, and believe he may have acted under the influence of mistake or misapprehension; they, however, cannot withhold the expression of their highest disapprobation of his conduct in the transaction; they acquit him of so much of the 2d charge as relates to ungentlemanly conduct.

The court find the prisoner guilty of the facts stated in the 1st specification, 3d charge, except so much as relates to the delivery of the deserter: guilty of the 2d specification, 3d charge, except that he did request, and not order or direct, as charged in the specification: guilty of the 3d specification, 3d charge, except that he did request, and not direct, lieutenant Houston, as stated in the specification. As to the fourth specification, 3d charge, the court find that the prisoner brought out to Mobile, in the ship General Hand, his family, about 30 negroes, some provisions, (part of which he sold,) and some household furniture, all at the expence of the government; and that he did, on the part of the United States, give to the owners of the ship General Hand the additional sum of \$1,175, to convey the said detachment, mentioned in the specification, to its place of destination, Point Petre, Georgia.

Not guilty of the 5th specification, 3d charge: not guilty of the 3d charge.

The court find the prisoner guilty of the 1st specification of the 4th charge: guilty of the 2d and 3d specifications, 4th charge: guilty of the facts contained in the 4th specification, 4th charge: guilty of the 5th specification, 4th charge; except as to the term of service having expired.

Guilty of the facts stated in the 6th specification, 4th charge: guilty of the facts stated in the 7th and 8th specifications, 4th charge: guilty of the 9th specification, 4th charge: not guilty of the 10th specification, 4th charge: guilty of the 11th specification, 4th charge: not guilty of the 14th specification, 4th charge: guilty of the facts stated in the 15th specification, 4th charge; except as it relates to the discharge of sergeant Gary, and the furlough and discharge of sergeant Latta; and, as to them, not guilty.

Guilty of the 4th charge.

As to the 1st specification of the 5th charge, the court find that the prisoner, colonel King, did lay a duty of 5 per centum, as specified; that the duty has fallen on the soldiers, but that has proceeded from an omission, on the part of the commanding officer, in not regulating the sutler's prices.

That this duty was not for the benefit of the accused, but for the benefit of the 4th regiment; and find the prisoner not guilty of the 1st specification, as stated.

Not guilty of the 2d specification of the 5th charge.

Not guilty of the 5th charge.

The court sentence the prisoner, colonel William King, of the 4th regt. U. S. infantry, to be suspended from all rank, pay, and emoluments, for the space of five years, from the date of the ratification of this sentence.

WM. LINDSAY,

Lieut. Col. Corps Art. President.

S. D. HAYS, *Judge Advocate D. S.*

DOCUMENTS,

From No. 1 to No. 27, produced on the part of the prosecution, to the Court martial held for the trial of Colonel King, of the 4th regiment of infantry.

DOCUMENT No. 1,

RELATING TO 4th CHARGE, 2d AND 11th SPECIFICATIONS.

Order to Colonel King to report relative to shooting deserters, and Colonel King's report to the Secretary of War.

ADJUTANT AND INSPECTOR GENERAL'S OFFICE,

29th March, 1819.

SIR: It has been reported to the War Department, from a source entitled to credit, that, since you have had the command in Florida, and at Pensacola, orders have been given to the military to shoot down deserters, if found within the limits of Florida; that such orders emanated from colonel King, military commandant, and have, accordingly, been executed,

The Secretary of War directs that you forthwith make a particular and detailed report; stating the orders, by whom given, by whom executed, on whom executed, and the time when executed; with such other facts as you may deem important on the subject.

I have the honor to be, sir,

Your obedient servant,

D. PARKER,

Adjutant and Inspector General.

Col. WM. KING,
4th Infantry.

Colonel King's answer to the foregoing order.

CANTONMENT, MONTPELIER,

April 25th, 1819.

SIR: In conformity with your order of the 27th ultimo, received by yesterday's mail, I have the honor to report, for the information of the honorable the Secretary of War:

That, about the 1st of August last, it being reported to me that sergeant Aiken, corporal Curry, and one private, of captain Peters' company, corps of artillery, had deserted from the Barancas, I gave special orders, to one or more parties sent in pursuit, to shoot them if overtaken within the limits of the province of W. Florida. They were overtaken some distance short of the line of demarkation, by a party commanded by corporal Watkins, of the 4th regiment, secured, and brought back, unharmed. Similar orders were given, perhaps in two other instances, during the month of August, and with the like result.

These are the only instances in which it appears orders to shoot down deserters emanated from me, and in no case were they ever carried into execution.

Between the 15th and 18th of September, during my absence from Pensacola, no fewer than *eight desertions* took place from the battalion of the 4th regiment, less than 300 strong. They were pursued on the orders of major James E. Dinkins, then of the 8th infantry, commanding the garrison of Pensacola; the non-commissioned officers charged with the conduct of the parties, being specially instructed to shoot down the deserters, *wherever found*. One of the parties, commanded by sergeant William Childress, of the 7th battalion company, 4th infantry, came up with Niel Cameron, a deserter from the 1st battalion company, 4th regiment, about fifteen miles above Pensacola, and shot him. This is the only instance in which orders to shoot deserters were carried into execution.

It may here be proper to call the attention of the Department to the circumstances which elicited the orders in question. With a feeble force I had been thrown into a province, (with orders to maintain the flag of the United States,) that had first been forcibly wrested from a foreign power, with whom we were, to all intents and purposes, at war, save that no formal declaration of hostilities had taken place. I was within striking distance of a powerful dependency of the Spanish crown, and bound to hold myself prepared to meet any effort which the captain-general of the island of Cuba might make to recover the violated territory of his master. Under this state of things, desertions from the force under my command prevailed to an extent perhaps never before known in the American army; and it became the imperious duty of the commanding officer to check the practice, by the application of such means as were within his reach, legal or otherwise. In ordinary cases, it is a rule of service to order deserters shot down if resistance is offered or an escape attempted; and, when it is remembered that it was usual for the deserters from Pensacola to go off armed, avowedly for the purpose of fighting their way through, I think every candid and liberal man will not only consider the orders justifiable, but called for by the exigencies of the service, and the safety of the parties ordered in pursuit.

These remarks apply as forcibly to the case of Cameron, as to those wherein the order emanated from me, and if justifiable in me, was justifiable in major Dinkins.

In giving an order which involved the life of a human being, I was well aware of the awful responsibility, to my God, my conscience, and my country, that I assumed; and, without delay, reported the fact to general Jackson, at Nashville, and general Gaines, at Fort Hawkins, who sanctioned the measure by their silence, and I cannot but feel surprised that the subject should be made one of inquiry, at this late hour.

Every act of my military life has been open as mid-day, sir, and proudly conscious of the rectitude of my conduct, throughout the whole course of my service, I will most cheerfully meet any investigation that may be judged necessary, should the honorable Secretary of War be of opinion that the orders which are the subject of this communication were not warranted by circumstances, and called for by the interest of the public service.

I have the honor to be, very respectfully, Sir,

Your most obedient servant,

WILLIAM KING,

Col. 4th infantry.

Brig. Gen. D. PARKER,

Adjutant and Inspector General.

DOCUMENT No. 2.

3d CHARGE, 2d SPECIFICATION.

Letter from col. King to lieut. Houston, 7th infantry, received 1st November, 1818.

DEAR SIR : Mr. Wilson will deliver you your appointment to the 7th regiment. If you would prefer remaining in the 4th, make application thro' me, and I will obtain a transfer for you if it be practicable.

Do me the favor to pay to Neilson and Randolph, the sum of five hundred dollars for me, and I will refund it to you when I return. Get from Mr. Hogan all the money he owes you, and call in the claims against the United States for payment.

Yours with esteem,

WILLIAM KING.

To MR. HOUSTON, 7th infantry.

P. S. Unless you can get a barge load of rations here, it is not worth making a purchase of a smaller quantity, under the order of the first.

W. K.

DOCUMENT No. 3.

3d CHARGE, 4th SPECIFICATION.

Russell & Co's. account with Colonel King.

Account sales of six barrels pork, and ten barrels fish, for account of col. William King, by Russell & Co. Mobile.

1817, Dec. 30,	To 1 barrel pork, cash, to Messrs. Kengery			
		and Swett, at \$30		\$30 00
	1 do do Barge S. Pane			30 00
	2 do 60 days, Jesse Oneal	30		60 00
1818, Jan. 1,	1 do cash			30 00
May 18	1 do do R. Tankersby			30 00
	1 do herrings, do	5		5 00
				<hr/>
				\$185 00
Deduct commission and storage, 5 per cent.				9 25
				<hr/>
				\$175 75

1 barrel herrings, delivered to Messrs. Motley & Co. or to col. King's order.

Errors excepted,

RUSSELL & Co.

Mobile, May 16, 1819.

Received of col. King, to be sold for his account, pork cost in Baltimore, \$24; imported in the ship General Hand, and received Dec. 18, 1817.

DOCUMENT No. 4.

2d CHARGE, 4th SPECIFICATION.

Col. King's charges against J. B. Hogan, paymaster 4th infantry.

Extracts from the charges and specifications preferred against John B. Hogan, Esq. paymaster 4th regiment infantry, by colonel William King, 4th infantry, commanding eastern section 8th military department.

"Charge 5th. Violation of the 39th article of the rules and articles of war, by misapplication of public money.

"Specification 1st. In loaning, sometime in the month of January, 1819, to the firm of Messrs. Neilson & Randolph, sutlers of the 4th infantry, the sum of fifteen hundred dollars, more or less, out of the funds placed in his hands for the payment of the troops in the service of the United States, thereby putting it out of his power to pay off the 4th regiment infantry, when ordered to do so by the commanding officer of the department, on or about the 10th day of February, 1819."

WILLIAM KING,

Colonel 4th Infantry, Commanding E. S.

8th Military Department,

S. D. HAYS,

Judge Advocate Southern Division.

Cantonment, Mountpelier,

February 22, 1819.

Col. King's note to major Hogan.

MY DEAR SIR: I set out for Pensacola to-morrow, and must ask of you the loan of \$300, until pay day.

The failure to sell my cotton, will lay me under the necessity to use here part of the money I had intended to lay out in Maryland,

for negroes. This I must raise by letting Neilson have a bill on Baltimore for \$1000; but, as it is possible he may not be able to raise all the money, will you assist us by making him an advance until pay day, out of which you shall be refunded what you have been so good as to loan me.

Your servant,

W. KING.

J. B. HOGAN, Esq.

14th January, 1819.—Sent the \$300.

Per corporal Clark.

DOCUMENT No. 5.

2d CHARGE, 4th SPECIFICATION.

Letter from colonel King to J. B. Hogan, Esq. in answer to a private letter.

SIR: Your private letter of yesterday is received. I regret, as much as you can, the unfortunate difficulty which exists with regard to the payment, but the business has now gone too far to stop, were it possible for me, under any state of things, to sacrifice my military character to my private convenience, but that I boldly affirm is impossible. It is my desire to live on the best terms with the officers of my regiment, more particularly those of the staff; but I can never consent to yield my opinion on a point of duty to that of any man, not my superior in rank and service.

With regard to the exchange of the bills in your possession, for those current at Pensacola, it never was, I assure you, my wish or expectation that any loss to you should result from the exchange: my wish was to bring the question before the government, and, I took it for granted, the course I adopted would have that effect, unless your money had been in the bills of the Tombeckby Bank, for which specie could have been obtained.

On the subject of inconvenience and loss to the sutlers of the regiment—however much I might, on their account, regret it, yet I cannot consent that a payment shall ever be delayed one moment for their accommodation.

The circumstance connected with this business, that gives me the most uneasiness, is the fact of my having, as you give to understand, been one cause of your present embarrassment, by asking you if you could assist Neilson and Randolph to purchase my bill on Maryland. But, again, I repeat that no personal consideration can be

allowed to have any weight with me, where my professional duties are involved: they are sacred, and, whilst I hold a commission, shall be discharged without fear of censure, or hope of reward.

I am, sir, very respectfully,

Your most obedient servant,

W. KING,

Colonel 4th Infantry.

February 13th, 1819.

To JOHN B. HOGAN, Esq.

Paymaster 4th Infantry.

DOCUMENT No. 6.

4th CHARGE, 15th SPECIFICATION.

Extract from Regimental Order, 12th August, 1819.

Sergeant Whitten will be permitted to go on furlough until the expiration of the term of service.

CERTIFIED: 1st December, 1819.

W. H. BARCLAY,

Acting Adjutant.

The accused, in open court, voluntarily admitted the foregoing order to have been made by himself.

December 1, 1819.

S. D. HAYS,

Judge Advocate S. D.

DOCUMENT No. 7.

4th CHARGE, 15th SPECIFICATION.

4th REGIMENT ORDER:

Sergeant William Gary, 2d light company, having, with the approbation of the major general, been indulged with leave of absence

until the 16th day of August next, when his term of service expires, is, with his own consent, to be mustered as a private centinel until further orders.

By order :

H. WILSON,

Adjutant 4th Infantry.

CANT. MONTPELIER,
18th March, 1817.

CERTIFIED : *December 1st, 1819.*

W. H. BARCLAY,

Acting Adjutant.

DOCUMENT No. 8.

4th CHARGE, 4th SPECIFICATION.

Pensacola, 10th August, 1819.

4th REGIMENT ORDER :

Complaints having been made to the colonel commanding, that the soldiers are getting into the habit of committing depredations on the citizens: Gentlemen, in command of companies, are called upon to prevent such disturbance in future, and they will use every effort to find out the perpetrators of the irregularities which have already taken place, in order that the most exemplary punishment may be inflicted.

Patroles will be sent through the town every hour to take up stragglers, and every man found out of his quarters between tattoo and revellie, may expect to receive *fifty lashes*, and be confined one month in the *black-hole*, on *bread and water*; the commanding officer being determined to check all further depredations.

On Sunday next, the regular parades, with arms at troop and retreat, will commence, and, on that day, the guards must be increased to one subaltern, two sergeants, three corporals, and thirty men, to be under charge of a captain, as officer of the day.

By order :

R. M. SANDS,

Acting Adjutant.

CERTIFIED : *2d December, 1819.*

W. H. BARCLAY,

Adjutant 4th Infantry.

DOCUMENT No. 9.

4th CHARGE, 7th SPECIFICATION.

Pensacola, June 28, 1818.

DEPARTMENT ORDER.

A general court martial, of five members, will convene at the president's quarters to-morrow morning at 10 o'clock, A. M. for the trial of such prisoners as may be brought before it.

PRESIDENT.

Captain McIntosh, 4th infantry.

MEMBERS.

Capt. Gale, 4th infantry,
Lieut. Scallan, 1st infantry,

Lieut. Sands, 4th infantry,
Lieut. Lear, 4th infantry.

Lieut. Wilson, will act as *judge advocate*.

By order:

H. WILSON, *Dep. Adj.*

Pensacola, June 29, 1818.

At a general court martial, pursuant to the above order, of which captain McIntosh is president, was tried private William Newby, of the 4th regiment of infantry; arraigned on the following charge and specification, preferred against him by lieutenant Wilson.

Charge. Desertion.

Specification. In deserting from the 3d battalion company 4th regiment infantry, whilst stationed at fort Hawkins, Georgia, between the 14th of February and the 13th of March, 1816.

HENRY WILSON, *Adj. 4th Inf.*

To which charge and specification the prisoner pled guilty.—The court, after mature deliberation, find the prisoner, William Newby, guilty as charged, and sentence him to have his left ear cut from his head, receive fifty lashes on his bare back, on the grand parade, have his head shaved, and drummed out of service.

The court then proceeded to the trial of Henry Benner, a private of the 8th battalion company 4th regiment United States' infantry; arraigned on the following charge and specification:

Charge. Desertion.

Specification. In deserting from the 8th battalion company 4th regiment United States' infantry, whilst on guard, and stationed at cantonment Montpelier, on or about the 11th June, 1817.

J. H. GALE, *Capt. 4th Inf.*

To which charge and specification the prisoner pled guilty.—The court, after mature deliberation, find the prisoner guilty as charged; and sentence him to receive fifty lashes on his bare back, his head shaved, and drummed out of service. The court has been induced to award this lenient punishment to the prisoner, in consequence of the possibility of his being on his way to surrender himself when apprehended, as stated by him in extenuation of punishment.

The court adjourned to meet to-morrow.

The court met pursuant to adjournment; all present. The proceedings being read over—the court beg leave to recommend to the clemency of the commanding officer, for a remission of so much of the sentence passed on private William Newby, as relates to cutting off his left ear.

The court adjourned *sine die*.

The commanding officer approves the foregoing proceedings of the general court martial of which captain McIntosh is president; but is pleased to remit the punishment, except the fifty lashes, which will be immediately carried into effect, and the prisoners return to duty.

By order:

HENRY WILSON, *Dep. Adj.*

CERTIFIED: 1st December, 1819,

W. H. BARCLAY, *Act'g Adj. 4th Inf.*

DOCUMENT No. 10.

2d CHARGE, 1st SPECIFICATION, and 4th CHARGE, 15th
SPECIFICATION.

Cantonment Montpelier, Alabama Territory,

November 30th, 1819.

I certify that sergeant William Gary, of the 2d light company 4th regiment of infantry, was enlisted on the 17th August, 1812, to serve for five years, and was furloughed on the 17th March, 1817, at cantonment Montpelier, to the expiration of his term of service, by order of colonel King, as appears by the books and documents of this office.

W. H. BARCLAY, *Act'g Adj. 4th Inf.*

DOCUMENT No. 11.

4th CHARGE—10th SPECIFICATION.

Pensacola, 19th June, 1818.

ORDERS:

In order to guard against the introduction of infectious diseases the following quarantine regulations are established, and will be carried into effect by the officer commanding at Fort St. Carlos de Barancas, until the 1st day of November:

1st. All vessels arriving from foreign ports will be made to ride quarantine for the space of ten days.

2d. All vessels arriving from New Orleans, or any port of the United States on the Atlantic coast, south of the Chesapeake bay, will ride quarantine for the space of five days.

3d. Vessels arriving from other ports of the United States may be permitted to proceed to town unless the health officer, after a careful inspection, shall be of opinion that either from disease having made its appearance, the nature of the cargo, or other cause, the health of the city might be jeopardized, in which case, the commanding officer will order such detention of the vessel as the Health Officer may judge necessary.

4th. When a vessel has rode out the quarantine, and previous to her being permitted to get under weigh, the health officer will make a critical examination of the situation of her crew, passengers, &c. when, if he is perfectly satisfied there is no danger to be apprehended, the vessel may be discharged, but if he has any doubt on the subject he will report them to the commanding officer, who will detain her until those doubts be removed.

5th. Should a vessel arrive with a case of contagious disease on board, it will be immediately reported to the colonel commanding, for his orders.

6th. Whilst a vessel is undergoing quarantine she will, from sunrise to sun set, wear her ensign in the mizen shrouds, and the fort will be careful not to suffer her to have any communication with the main shore under any pretence whatever; but, there is no objection to her crew landing on the island of Santa Rosa, for the purpose of taking fish.

7th. The health officer will visit every morning the vessels riding quarantine; and will muster and inspect the crews and passengers, and will immediately report the names and description of any person or persons, who may have presumed to land, in order that they may be seized and punished. No person will be permitted to attend the health officer in those visits except his boat's crew.

8th. Doctor Walmsley is appointed health officer for the harbor, and will be respected accordingly. He will consider himself entitled to receive, as a compensation for his services, for the first visit \$ — from every vessel of or under 100 tons, and \$ — from every vessel

over that burthen; and for each succeeding visit one half that sum, independent of a reasonable charge for professional attendance, where it may be required.

By order.

H. WILSON, *Dep. Adjutant.*

Certified copy—1st December, 1819.

W. H. BARCLAY, *Acting Adjt. 4th Infantry.*

DOCUMENT No. 12.

4th CHARGE—6th SPECIFICATION.

Pensacola, 19th June, 1818.

4th REGIMENT ORDER:

At a regimental court martial, convened on the 6th June, 1818, of which capt Gale is president, was tried corporal Roberts, on the following charges and specifications, exhibited against him by lieutenant Houston:

CHARGE. Neglect of duty, and disobedience of orders.

Specification. After being put on duty by lieutenant Houston, at his quarters, on the 3d June, 1818, he left them and went into Pensacola, where he became intoxicated with ardent spirits.

CHARGE 2. Frequent intoxication.

Specification. In being frequently intoxicated between the 10th and 13th June, 1818.

To which charges and specifications the prisoner pleaded *not guilty*.

The court, after mature deliberation on the testimony adduced, find the prisoner, corporal Roberts, guilty, and sentence him to be reduced to the rank of a private sentinel, and to receive twenty-five lashes on his bare back.

The court then proceeded to the trial of private M'Nitts, of the 8th battalion company, on the following charge:

CHARGE. Unsoldier-like conduct.

Specification. In making use of insolent and abusive language towards sergeant Gladden, on or about the 1st June, 1818.

To which charge and specification the prisoner pleaded *not guilty*.

The court, after mature deliberation on the evidence adduced, find the prisoner, M'Nitts, guilty as charged, and sentence him to receive, privately, forty-five lashes on his bare back.

The court adjourned, *sine die*.

The commanding officer approves the foregoing proceedings, but

is pleased, in the case of corporal Roberts, to remit that part of the sentence ordering him twenty-five lashes.

By order,

HENRY WILSON,
Adjt. 4th Infantry.

CERTIFIED, 1st Dec. 1819.

W. H. BARCLAY,
Acting Adjt. 4th Infantry.

DOCUMENT No. 13.

FIFTH CHARGE, AND SPECIFICATIONS.

Extract from Regimental Regulations.

Article 50th. A duty of five per cent. will hereafter be laid on all moneys collected by the sutlers, which shall constitute a regimental fund for the support of a *band*, and for such other purposes as will be judged best calculated to promote the interest of the regiment. The sutlers will therefore hand in to the adjutant, the day preceding that on which the payment is to commence, duplicate accounts of their claims against each company, one of which will be furnished the company officers to regulate the collections of the sutlers, and the other filed in the adjutant's office.

At 12 o'clock on the day after the payment, the sutlers will call on the adjutant, and pay over to him the amount due under this regulation, taking duplicate receipts, one of which they will deposit with the colonel, or senior officer present.

The amount thus collected the adjutant will hold subject to the order of the commanding officer.

By order,

HENRY WILSON,
Adjt. 4th Infantry.

CERTIFIED, 1st Dec. 1819.

W. H. BARCLAY,
Acting Adjt. 4th Infantry.

DOCUMENT No. 14.

*Register of Desertions in the 4th Regiment of Infantry, from the 22d
July to the 27th December, 1818.*

NO.	RANK.	NAMES.	COMPANY.	TIME.	FROM WHAT PLACE.	REMARKS.
1	Private	Edward Powers	8 Bat.	22 July, 1818	Pensacola	
2	do	William Flinn	5 do	do	do	Retaken
3	do	Thomas Caldwell	2 Light	22 Aug.	do	
4	do	Zachariah Parlett	do	do	do	
5	do	William Figg	1 Bat.	8 Sept.	do	Retaken
6	do	Gilliam Boulton	do	9 do	do	
7	do	Willis Whitehead	do	13 do	do	
8	do	John Story	do	13 do	do	
9	do	Neil Cameron	do	14 do	do	
10	do	Daniel Tucker	2 Light	17 do	do	
11	do	James Scott	do	17 do	do	
12	do	John Weatherby	1 Bat.	29 do	do	
13	do	James Bradley	do	30 do	do	
14	do	John Westbrooke	do	30 do	do	
15	do	William Baston	do	9 Nov.	do	
16	do	James M'Kenney	7 Bat.	16 do	do	
17	do	John M'Ginnis	do	16 do	do	
18	do	John Wanton	do	16 do	do	
19	do	John Buchanan	2 Light	19 do	do	
20	do	Joel Fergason	1 do	30 do	do	
21	do	Youg Lath	do	1 Dec.	do	
22	do	William M'Enry	1 Bat.	27 do	do	
23	do	John Anderson	7 do	17 Sept.	do	

W. H. BARCLAY,

Acting Adj. 4th Infantry.

DOCUMENT No. 15.

FOURTH SPECIFICATION, THIRD CHARGE.

Col. King's letter to the War Department.

Baltimore, September 24, 1817.

SIR: The house of Stump and Williams offer me the ship Congress, about to sail to New Orleans, for the sum of two thousand dollars; they reserve to themselves the right of putting what heavy freight may offer, on board, and giving me the privilege of transporting any number of men the ship can accommodate, provided she be dispatched on or before the first day of November; the vessel to touch at Mobile, and allow the necessary time for the landing of troops, baggage, &c. With this offer I have closed, subject to the approval or disapproval of the Department, considering it a good one, as the sum of 1,200 dollars was paid for the ship Aristides to Charleston.

Captain Hook has enlisted 40 men, and entertains no doubt but he will be able to obtain at least as many more, by the 1st of Nov. As Messrs. Stump and Williams are desirous of knowing, as soon as possible, whether they may consider their vessel as chartered, I will thank you to communicate your determination by the next mail. But, as I shall leave town in the morning, I will thank you to put your letter, unsealed, under cover to capt. Hook, who will first shew it to Messrs. S. & W. and then forward it to me at Easton.

With great respect,

I have the honor to be,

Your most obdt. servt.

WILL. KING,

Col. 4th Infantry.

Brig. Gen. D. PARKER,
Adjt. & Insp. General.

ADJT. & INSP. GEN'S. OFFICE,

August 11th, 1819.

The within is a copy of the original on file in this office.

D. PARKER,
Adjt. and Insp. General.

DOCUMENT No. 16.

3d CHARGE, 4th SPECIFICATION.

Letter from General Parker to Captain Hook, enclosing a letter to Colonel King.

ADJUTANT & INSPECTOR GENERAL'S OFFICE,
26th September, 1817.

SIR : Please to read, seal, and forward, the enclosed letter to col. King. You will make inquiry for transportation of your recruits to Mobile. It is believed a vessel bound to New-Orleans will take them on for one half the charge reported by the colonel, which he states to be 2000 dollars. You will muster and inspect the recruits which shall have been made at Baltimore for your regiment, on the 30th instant, and report such as are mustered into service: they will not, however, be paid until further orders. When you are in want of funds for the recruiting service, you will state your accounts and transmit to me an estimate.

I have the honor to be, sir, your obedient servant,

D. PARKER,
Adj't & Insp'r Gen.

Captain JAMES H. HOOK,
4th Infantry, Baltimore.

Adj't & Insp'r Gen's Office,
August 11th, 1819.

The within is a copy from the records of this office.

D. PARKER,
Adj't & Insp. Gen.

Letter from General Parker to Colonel King, enclosed in the foregoing.

ADJ'T & INSP. GEN'S OFFICE,
26th September, 1817.

SIR : I have received your letter of the 24th instant, and have laid it before the acting Secretary of War, who deems the freight of the Congress too high for the transportation of the men who are and may be enlisted by captain Hook: he has been directed to make further inquiry, and report on the subject.

I have the honor to be, sir,

Your obedient servant,

D. PARKER,
Adj't & Insp. Gen.

Colonel W. KING, *4th Infantry.*

*Adj't & Insp. General's Office,
August 11, 1819.*

The above is a copy from the record of this office.

D. PARKER,
Adj't & Insp. Gen.

DOCUMENT No. 17.

3d CHARGE, 4th SPECIFICATION.

Letter from Colonel King to the War Department.

Baltimore, September 25, 1819.

SIR: Having ascertained that I shall, in all probability, be able to obtain a vessel on better terms about the time we are ready to embark, I have declined taking the Congress.

I am, sir, your most obedient servant,

WILLIAM KING,
Col. 4th infantry.

The ADJUTANT AND INSPECTOR GENERAL,
United States' Army.

*Adjutant & Inspector General's Office,
August 11, 1819.*

A copy of the original on file in this office,

D. PARKER,
Adj't & Insp. Gen.

DOCUMENT No. 18.

4th SPECIFICATION, 2d CHARGE.

Letter from Colonel King to the Department of War.

SIR: I arrived here yesterday, and find that captain Hook has not yet been able to obtain a vessel at the price limited by the department, for the transportation of the detachment to Mobile, which now amounts to seventy men. I do not believe a vessel, suitable for the purpose, will be obtained for less than the sum at which I have taken the Congress; but, if the Secretary will authorize me to pay \$1500,

I will, out of my own pocket, make up the deficiency, whatever it may be, but I hope to be able to obtain one at that price.

Be pleased to answer me on this subject immediately, as I am very desirous to be off by the 1st of November, and we have not now one moment to spare.

With great respect,

I have the honor to be,

WILLIAM KING,

Col. 4th Infantry.

The Adjutant and Inspector General,
Washington.

OCTOBER 16, 1817.

Adj. & Insp. Gen's Office,

August 11, 1819.

A copy of the original on file in this office.

D. PARKER,

Adj. & Ins. Gen.

DOCUMENT No. 19.

4th SPECIFICATION—3d CHARGE.

Letter from Col. King to the War Department.

SIR: I had hoped to have been favored with your reply to my letter of the 15th by to-day's mail, but was disappointed.

Four vessels are offered me for the transportation of my troops to Mobile; one at 2,000 dollars, and the other three at 1,500. That at 2,000 dollars is by far the best calculated for our purpose, inasmuch as she has fine roomy accommodations between decks, for the men; yet, as the government have, in one instance, refused to give that sum, I have declined taking her, and have contracted for the only one of the other three that will at all suit; subject, as in the case of the *Congress*, to the pleasure of the Department.

Be pleased to communicate the decision of the Secretary on this subject to Capt. Hook, as soon as possible, that the owners of the vessel may not be kept in suspense. Should the arrangement be con-

firmed, it will be necessary that a sum of money should be placed in the hands of Capt. Hook, for the purpose of laying in fuel, purchasing plank for temporary bunks, &c. &c.

I am, Sir,

Your most ob't servant.

WILLIAM KING.

Baltimore, October 17, 1817.

To Brig. Gen. PARKER,
Adjt. and Insp. Gen.

Adjt. and Insp. General's Office, August 11, 1819.

A copy of the original on file in this office.

D. PARKER,

Adjt. and Insp. Gen.

DOCUMENT No. 20.

4th SPECIFICATION—3d CHARGE.

Letter from General Parker to Colonel King.

Adjutant and Insp. General's Office,

18th October, 1817.

SIR: I have received your letter of the 16th instant, and have laid it before the War Department.

I am now authorized to inform you, that a proper vessel may be chartered for conveying all your recruits, &c. at the price you suggest, 1,500 dollars.

Write to Mr. Irvine, Commissary General, to learn if there is any clothing, or other supplies, which can be forwarded by the same vessel.

It is the wish of the War Department that the men should be sent on as soon as possible.

I sent to Captain Hook a uniform coat for Major Cutler, to go on

with your baggage; and have so advised the Major, agreeably to his request.

I have the honor to be, Sir,

Your obed't servant.

D. PARKER,

Adjt. & Insp. Gen.

Colonel WM. KING,
4th Infantry.

Adjt. & Insp. General's Office,
August 11, 1819.

The within is a copy from the records of this office.

D. PARKER,

Adjt. & Insp. Gen.

DOCUMENT No. 21.

4th SPECIFICATION—3d CHARGE.

Letter from Colonel King to the War Department.

Baltimore, November 10, 1817.

SIR: Under the authority of the Hon. the Secretary of War, to add to the original contract for the General Hand the sum which I should have to give another vessel, for the transportation of the detachment to St. Mary's, I have agreed with the owners of that ship to land the troops at St. Mary's, for the additional sum of eleven hundred and seventy-five dollars. This I believe to be at least as small a sum as any suitable vessel could have been had, to go to St. Mary's for; and had another been chartered, the expense of getting the supplies, now on board the General Hand, delivered, stored and reshipped, would have been considerable, independent of the *damages* to which her owners would have been entitled, while she was detained discharging: besides, the great object of the government appears to be despatch; and under any other arrangement, a detention of a week or ten days must have taken place. Now every thing is in readiness, and we sail at an early hour to-morrow.

Had I chartered another vessel, there is not a doubt but Messrs. Boyle & Co. would have recovered the full amount of the first contract; and, indeed, so well satisfied were they of the justness of their claim, that they were perfectly willing to refer the question to any two merchants of the city. I therefore hope the arrangement will

meet the approbation of the Department; and I do assure you that I would not again undergo the vexation and trouble which this business has caused me, for any consideration.

The sum received at Washington, on the 7th instant, being entirely inadequate to pay the transportation of the detachment, and place my quartermaster in funds, I have taken advantage of your suggestion, and drawn on the honorable Secretary of War in favor of Messrs. Boyle & Co. for the amount of their account. The money on hand I shall turn over to the quartermaster, to be by him disbursed. This I beg you to explain to the Secretary, in order that no difficulty may occur when my draft is presented.

Colonel Brooke having been reported "*absent without leave*" for more than *six months*, I shall be constrained, by a sense of duty, to bring him before a general court martial. I have therefore to solicit, that, should he report at your office, he may be ordered to repair to the head quarters of the 4th infantry without delay, and not assigned to the command of Point Petre, as was at one time contemplated.

I have the honor to be,

Most respectfully, sir,

Your obedient servant,

WM. KING,
Colonel 4th Infantry.

Brig. Gen. D. PARKER,
Adjutant and Inspector General.

P. S. I have received dates of the 6th October from Montpelier, but they are silent on the subject of a movement, I am, of course, led to believe the major-general has given up his contemplated expedition.

W. K.

A true copy from the original now on file in this office; having been returned from the War Department, where it was deposited when first received.

D. PARKER,
Adjutant and Inspector General.

DOCUMENT No. 22.

4th SPECIFICATION—3d CHARGE.

Letter from the War Department to Colonel King.

DEPARTMENT OF WAR,

November 24th, 1817.

SIR: Having furnished you with money to pay the transportation of the detachment of men enlisted by captain Hook, from Baltimore

to Point Petre, I regret that the necessity has been imposed upon me to refuse the payment of the bill which you drew on this Department for that purpose. Funds having previously been forwarded to general Gaines, on account of the quartermaster's department for the 4th and 7th regiments, which are under his immediate command, there was no necessity to furnish you with any on account of the general expenditure of the quartermaster's department, for the 4th regiment; the funds placed in your hands, therefore, will be applied to the particular object for which they were advanced.

I have, &c. &c.

GEO. GRAHAM.

Colonel WILLIAM KING,
4th Infantry, Mobile.

WAR DEPARTMENT,

August 11th, 1819.

I certify that the above is a true copy from the records of this Department.

C. VANDEVENTER, C. C.

DOCUMENT No. 23.

4th SPECIFICATION—3d CHARGE.

Letter from Colonel King to the War Department.

MOBILE, *December 19, 1819.*

SIR: Your letter of the 24th ultimo was forwarded to this place, and I have just received it, informing me that you had protested my bill in favor of Messrs. Boyle & Co. of Baltimore; and however mortified I may be at the circumstance, I assure you I am relieved from a state of great perplexity; for, there being no agent left in this quarter to whom I could pay over the public money in my hands, nor bank in which it could be deposited, I was truly at a loss to disencumber myself of it. Fortunately, the captain was still here, and, agreeably to your instructions, the money has been paid over to him.

I am, sir, very respectfully,

Your most obedient servant,

WM. KING,
Colonel 4th Infantry.

GEORGE GRAHAM, Esq.
Acting Secretary of War.

WAR DEPARTMENT,

August 11, 1819.

I certify that the above is a true copy from the original letter on file in this office.

C. VANDEVENTER, C. C.

DOCUMENT No. 24.

4th SPECIFICATION, 3d CHARGE.

Letter from the Secretary of War to Colonel King.

DEPARTMENT OF WAR,

February 16th, 1818.

SIR: Your letter of the 19th December last is received. Soon after I came into the department, Messrs. Boyle & Co. presented your draft for \$2,675, which the acting Secretary of War had noted for non-acceptance.

Impressed with the belief that the funds you had received, for the purpose of transporting your detachment to Mobile, might be usefully applied to other objects after your arrival at your destination, and, supposing that you had retained them with such motives, I directed the payment of the draft, and the amount, to be carried to your debit on the books of the Third Auditor: You will be held accountable accordingly. Messrs. Boyle and Co. have been notified of the payment being made to the captain of their vessel; and, should they refund the amount of the draft, it will be placed to your credit.

I have the honor to be, &c.

J. C. CALHOUN.

Colonel WILLIAM KING,
Fort Scott, Georgia.

WAR DEPARTMENT,

August 11th, 1819.

I certify that the above is a true copy of the original letter on record in this office.

C. VANDEVENTER,

Chief Clerk.

DOCUMENT No. 25.

4th SPECIFICATION, 3d CHARGE.

Letter from Colonel King to the Secretary of War.

CAMP AT FORT ST. MARKS, E. F.

April 27th, 1818.

SIR: On the return of the army to this place, yesterday, I had the honor to receive your communication of the 16th February last, acknowledging the receipt of my letter of the 19th of December preceding, informing me that my draft, in favor of Messrs. Boyle and Co. of Baltimore, which had been protested by the late acting Secretary of War, had been paid by you, and the amount charged to my account on the books of the Third Auditor. The adoption of this course by Mr. Graham would have afforded me satisfaction, and promoted the interest of the service. But that gentlemen having thought proper to dishonor my bill, and the public funds having been paid out of my hands by a positive order, under date of the 24th November, 1817, I have to regret that the bill was ever redeemed; and, as, on no principle whatever, can I be made responsible for the sum last paid to Messrs. Boyle and Co. I must leave it to the department to adopt such measures for the recovery of that money from those gentlemen as you may think proper. In the mean time, I confidently flatter myself, you will order my account credited with the amount of the draft with which it appears I now stand charged.

The motives to which you are pleased to ascribe the course pursued by me, in this transaction, are precisely those by which I was governed; and, in order to remove any unfavorable impressions which may have been made on your mind by the *singular conduct of Mr. Graham*, to use no harsher expressions towards that gentleman, permit me to make the following concise statement of the facts connected with the occurrence.

Under an order from the Department of War to transport, from Baltimore (Md.) to Mobile, a detachment of the troops belonging to the 4th regiment, I received, on estimate, the sum of \$3,000, the one half for transportation, the residue on account of the quartermaster's department. The destination of the detachment being changed, after provisions, baggage, &c. had been embarked, and the owners of the vessel refusing either to give up the contract, or to leave the men at St. Mary's, without an additional compensation—the expenses were increased to nearly the amount of the public money in my possession, and I determined to draw on the Secretary of War for the amount of transportation, a course previously suggested by the adjutant and inspector general, holding on to the \$3,000 for the use of my quartermaster, well aware of the almost impossibility of obtaining funds in the remote quarter to which I was about to repair.

With great respect, &c. &c.

WILL. KING,

Col. Commanding.

Hon. J. C. CALHOUN.

WAR DEPARTMENT,

August 11th, 1819.

I certify this to be a true copy of the original letter on file in this office.

C. VANDEVENTER,
Chief Clerk.

DOCUMENT No. 26.

4th SPECIFICATION—3d CHARGE.

Letter from Col. King to the Secretary of War.

Fort Gadsden, 4th May, 1818.

SIR: Since I had the honor of addressing you, under date of the — —, from St. Marks, I have received advice that the sum of money paid by me to capt. M'Neil, on account of Messrs. Boyle and Co. has been deposited in the hands of Messrs. Vincent, Noble, and Co. of New Orleans, subject to my order. As soon as an opportunity occurs, I shall draw in favor of the Quarter-master's department for this money, and shall then of course stand fairly charged with it on the books of the Third Auditor.

With great respect, &c.

WILLIAM KING, *Col. com. 4th Regt.*

Hon. J. C. CALHOUN,
Secretary of War.

War Department, August 11th, 1819.

I certify the above is a true copy of the original letter on file in this office.

C. VANDEVENTER, C. C.

DOCUMENT No. 27.

4th SPECIFICATION—3d CHARGE.

Letter from Mr. Hagner, enclosing copies of Draft on the War Department by Col. King for transportation, forage returns, &c. &c.

TREASURY DEPARTMENT,

Third Auditor's Office, 12th August, 1819.

SIR: Agreeably to your letter of the 11th instant, I hand you enclosed certified copies of the papers in this office, connected with the transportation of a detachment of the 4th infantry, from Baltimore,

by col. King in the fall of 1817; and copies of his requisitions and receipts for forage in kind, in the months of September and October last.

Respectfully, your obedient servant,

PETER HAGNER, *Auditor.*

Brigadier General DANIEL PARKER,
Adjutant and Inspector General, Washington.

(*Enclosures in the foregoing letter.*)

I certify, that the papers hereto annexed are true copies taken from the originals on file in this office, furnished in pursuance of the letter of the Adjutant and Inspector General, dated 11th August, 1819, viz:

A. Copy of the draft of col. William King, dated 11th November, 1817, for two thousand six hundred and seventy-five dollars.

B. Copy of the receipt to col. King for the use of the ship General Hand.

No. 1 and 2. Copies of requisitions and receipts signed by col. King for forage.

PETER HAGNER, *Auditor.*

TREASURY DEPARTMENT,
Third Auditor's Office, 11th August, 1819.

A.

\$2675

Baltimore, November 11, 1817.

To GEORGE GRAHAM, Esq.
Secretary of War.

SIR: At ten days sight, pay to Messrs. Hugh Boyle and Co. or to their order, the sum of two thousand six hundred and seventy-five dollars, for the use of their ship the General Hand, captain Daniel M'Niel. Fifteen hundred dollars being under the original contract for the transportation of a detachment of the 4th regiment to the town of Mobile; and the residue, eleven hundred and seventy-five dollars, and additional compensation, for the ship's landing the troops at St. Mary's, Georgia.

I am, Sir, your obedient servant,

WILLIAM KING, *Col. 4th Infantry.*

Noted for non-acceptance, 19th November, 1817.

M. N. N. P.

Endorsements on the bill.

Received, January 5th, 1818, warrant No. 1,524, for twenty-six hundred and seventy-five dollars; being for a bill of exchange in their favor, dated 11th Nov. 1817, drawn by William King, colonel

4th infantry, for transportation of troops from Baltimore to Mobile and St. Mary's; for which sum he is accountable.

\$2,675.

HUGH BOYLE & Co.

Pay to the order of James W. M'Culloch, esq. cashier.

HUGH BOYLE & Co.

Pay Richard Smith, esq. cashier, or order.

J. W. M'Culloch, *Cashier*.

To be paid; the expense of protest not included.

J. C. C.

B.

Received, Mobile, December 19th, 1817, of colonel William King, the sum of two thousand six hundred and seventy-five dollars; being in full for the use of the ship General Hand, employed for the transportation of a detachment of U. S. Troops to this place and St. Mary's, Georgia.

Signed duplicates, for

HUGH BOYLE & Co.

DANIEL M'NEIL.

\$2,675. Witness, G. MILLER.

No. 1.

Forage return for two horses, the property of colonel Wm. King, 4th infantry, for the month of September, commencing the 1st and ending the 30th, inclusive:

No. Days, 30	No. Horses, 2	lbs. Fodder, 840	qts. Corn, 480	Bushels, 15
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WM. KING, *Collector*.

Pensacola, 30th Sept. 1818, received of lieutenant A. M. Houston, acting assist. dep. Q. M. general, eight hundred and forty pounds of fodder and fifteen bushels of corn.

Signed duplicates.

WM. KING, *Colonel 4th Inf.*

No. 2.

Forage return for two horses, the property of colonel Wm. King, 4th infantry, for the month of October; commencing the 1st and ending the 31st, inclusive.

No. of Days, 31	Horses, 2	lbs. Fodder, 868	qts. Corn, 496	Bushels, 15½
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WM. KING, *Colonel.*

Pensacola, 31st October, 1818, received of lieutenant A. M. Houston, acting assist. dep. quart. mast. general, eight hundred and sixty eight pounds fodder, and fifteen and a half bushels of corn.

Signed duplicates.

WM. KING, *Colonel.*

DOCUMENTS,

From A. to O. produced on the part of the defence, before the general court martial, held for the trial of colonel William King, of the 4th regiment of infantry.

DOCUMENT A.

Col. King's objection to pleading to certain charges, and specifications, exhibited against him.

I object, Mr. President, to plead to the following specifications of the charges on which I stand arraigned before this court:

To the 3d specification of the 1st charge, I object to plead, *because it is malicious and vexatious, and contains no offence.*

'Tis true, Sir, that, in company with the prosecutor, I did visit Mobile, on the 6th of October, 1818; we arrived in the ferry boat from Blakely, at 12 o'clock, and I returned with the boat the same afternoon. I again visited Mobile, in company with my accuser, on the 3d and 4th January, 1819; we arrived from Blakely, at 12 o'clock on the 3d, and I left Mobile about the same hour on the 4th. I also travelled to, remained at, and returned from St. Stephens, on the 2d, 3d and 4th of December, 1818, again in company with maj. Hogan. We dined at his house at Montgomery, on the 2d, and slept at my quarters, at Montpelier, on the night of the 4th; so, that, of the six days for which I am accused of having improperly drawn double rations, there is but one of them that I was not within my command. But what, Mr. President, if I had been without the limits of my department, six times six days? I still retained the command, and was justly entitled to the double rations. General Gaines, when exercising the same command, has made St. Stephens his head quarters for weeks at a time; he recently retained command of the E. S. southern division, whilst accompanying the President on his tour of

observation, as far as Lexington, Kentucky, many hundred miles beyond the limits of his district. General Jackson retained command of his division when at New York, last year; and, on the principle of my accuser, the commanding officer of a post forfeits his claim to double rations every time he goes beyond his chain of sentinels. The idea, Sir, is preposterous.

I object, Sir, to plead to the 1st specification of the 2d charge, *as being too loose and general, neither time nor place being set forth in the accusation.*

My sole object, Mr. President, in throwing out this specification, is to save an idle waste of time; for I am prepared to shew, that sergeant Gary was furloughed by the authority of major general Gaines, and discharged at the expiration of his term of service, by major Cutler, when I was in Maryland. In the case of sergeant Whetten, who was as faithful a soldier as any in the army of the U. States, I did, Sir, what I had a right to do. I furloughed him in August, 1818, for three months, and to save him the trouble of coming from South Carolina for his discharge, it was given to him with his furlough, dated, and to take effect, in the month of November following, when his term of service expired. With sergeant Whetten, I never formed a contract, but he was an active, capable, industrious young man, and I promised him, that if he did return to this territory, I would employ him as my overseer for the ensuing year. As for sergeant Latte, he was as furloughed by col. Brooke, for twenty days, and by that officer discharged, without any interference on my part, I believe.

Mr. Gary managed my plantation for two years, and Mr. Latte has had charge of it since March last; and, in the name of God, Mr. President, who but at my prosecutor would ever have thought of making this a charge against me. Perhaps he wishes to be understood, that because my overseers were on furlough when I employed them, I got their services at a reduced price; but, let the court overrule the objection to this specification, and I will shew by the evidence of the prosecutor himself, that I allowed to both Mr. Gary, and Mr. Latte, ample wages than any planter on the Alabama.

I object, Sir, to plead to the 6th specification of the second charge, *as being too loose and general in its terms of accusation.*

In this case, the law requires, that not only the time and place shall be clearly specified, but, that the very words spoken be also set forth in the charge. The court are therefore bound to throw out the specification.

I object, Sir, to plead to the 4th specification of the 4th charge, as being malicious and vexatious, and containing no crime.

Major Dinkins, with a detachment of two hundred recruits, drawn principally from the brothels and tipling shops of our sea port towns, arrived at Pensacola, on or about the 6th of Aug. 1818; on the morning of the 10th, the magistrates of the town reported to me, that those men had commenced a system of robbing and plundering, that threatened the most serious consequences to the inhabitants, and prayed I

would adopt measures to protect them. I accordingly issued the order alluded to in the specification, which is in the following words, viz:

Pensacola, 10th August, 1818.

4th REGIMENT ORDERS:

Complaints having been made to the colonel commanding that the soldiery are getting into the habit of committing depredations on the citizens, gentlemen in command of companies are called upon to prevent such practices in future; and they will use every effort to find out the perpetrators of the irregularities which have already taken place, in order that the most exemplary punishment may be inflicted.

Patroles will be sent through the town every hour to take up stragglers; and every man found out of his quarters between tattoo and reveillee may expect to receive *fifty lashes*, and be confined one month on bread and water.

By order.

R. M. SANDS, *Adjutant.*

In giving this order, Mr. President, who but my accuser will say I crossed the line of my duty? He, I suppose, would have had me to follow the example of the notorious Nicholls, and sit with arms folded, while the poor defenceless inhabitants of Pensacola, who have been for years alternately the prey of Spanish, Indian, English, and American rapacity, had their possessions laid waste by a licentious soldiery. I knew my duty better Sir, and had the order of the 10th failed of the desired effect, I would have resorted to measures of a much harsher character.

I object, Mr. President, to plead to the 6th, 7th, 8th, and 9th specifications of the 4th charge, as malicious and vexatious, and containing no military crime.

It is admitted, Sir, that I did approve of the proceedings of the courts martial referred to in those specifications, but in so doing I simply, and conscientiously, performed my duty, and violated neither the law of the United States, nor the custom of the army. I deny, Sir, that the laws of the United States prohibit corporeal punishment by stripes or lashes; and the rules and articles of war, which I am accused of having violated, are totally silent on the subject. 'Tis true that the Congress of the United States did, on the 16th of May, 1812, repeal so much of the rules and articles of war as authorised the infliction of stripes or lashes; but here, Sir, they wisely stopped—they added no clause of prohibition; and it is a rule of law, I understand, that the continuance of a custom, founded upon statute, is not actionable after the repeal of the statute unless the law has declared the custom thereafter to be penal. The clause of prohibition was intentionally omitted, Sir, for I have the authority of the then Chairman of the Military Committee of the House of Representatives, for asserting

that the law of repeal was solely intended to promote the success of the recruiting service. The Committee were well aware of the necessity for corporeal punishment in the army, and they were careful not to make the practice penal.

There is not, Mr. President, in the United States a camp, a garrison, or a corps, in which corporeal punishment, by stripes or lashes, has not been necessarily resorted to since 1812. I defy my accuser to produce an orderly book of the army that does not bear the record of sentences similar to those I sanctioned. Every general in service well knows that lashes are daily inflicted throughout the army. Why, if it is improper, has it never been forbidden? Because, Sir, the law does not prohibit it.

In October, 1818, General Gaines, my commanding officer, approved the sentence of a general court martial which awarded to a deserter the penalty of being branded on both cheeks and the forehead with the letter D. I hold in my hand, Sir, that officer's approval of a sentence, which directs that an offender's *ears shall be cut off as close to his head as possible*. What law, Mr. President, authorises such punishment? None. What law prohibits it? None. Then, Sir, those cases are precisely on the same footing, except that the punishment, which I sanctioned, is usual and customary, whereas the other is unusual and severe. And, Mr. President, it is a mockery of the wisdom of the Congress of the United States to say they would render penal the infliction of so simple a punishment as fifty lashes, and yet authorise a man's ears to be taken off close to his head. The one, Sir, is a species of punishment common to almost every state of the Union for petty offences, whereas the other is never resorted to but for the most atrocious crimes.

Is this court prepared, Mr. President, to put down a practice on which hangs the discipline of the army? I trust not, Sir. Punish me under these specifications, and when the gentlemen of this court resume their respective commands, they will have their garrisons' ruin rest on their hands. Better, Sir, far better, had you petition Congress to disband the army than adopt a course so fraught with ruin to the service.

Another very weighty reason may, I conceive, Mr. President, be urged, why I should not be compelled to plead to the 6th, 7th, 8th, and 9th specifications of the 4th charge. An officer cannot be made to account before a military tribunal for his vote or opinion as a member of a court martial; and on the same principle, the officer acting upon the proceedings of such court cannot be considered responsible, in a military sense, for his simple approval of the sentence. Both are liable to an action at civil law in a suit of damages, if the sentence be illegal; and the question involved in those specifications being one of law, a civil court is alone competent to decide upon it.

I object, sir, to plead to the 12th specification of the 4th charge. 1st. *Because it contains no offence; and, 2d. Because neither time nor place is laid in the accusation.*

What, sir, if I had employed the artificers of my regiment in mak-

ing me a wagon for my plantation; ploughs for my plantation; and boots and shoes for myself and children? I only did that which the custom of the army, time immemorial, and the general order of 1799, republished in 1808, fully warranted me in doing. In every service of the civilized world, sir, artificers are permitted to work for the accommodation of their officers; and in every service, but ours, for individuals not attached to the army.

The truth is, however, Mr. President, that the wagon was not made for my plantation, and has never been within three miles of it. It is a light two horse wagon that I had built to haul fuel, forage, &c. for my family at this post, under an impression that Pensacola would never be re-occupied by the Spaniards. The return of my regiment rendered the wagon perfectly useless to me, and it has never been from under the shed, where it was put on its arrival, except once that it was loaned to major Blue, and on another occasion when major Dinkins borrowed it. With regard to the ploughs, it was a matter entirely between my overseers and the blacksmiths. I ordered my manager to get his work done at the shop of a citizen; some time afterwards, he came to me and said, if I had no objection, he could make arrangements with the army blacksmiths, to do his work on Sundays and at nights, when they were permitted to work for themselves. I replied, it was a matter of indifference to me, provided the commanding officer of the post made no objection.

I will not take up the time of this court in noticing that part of the specification which relates to the boots and shoes; but I assert, without the fear of contradiction, that there is not, in the army of the United States, an officer of my rank, who has derived fewer advantages of this kind, from his situation, than I have.

I object, sir, to plead to the 13th specification of the 4th charge, *1st. Because it contains no military offence; and, 2dly, because no place is laid in the specification.*

It was not my duty, Mr. President, "to enforce the necessity of being very particular in obtaining the provisions as cheap as possible." I had only to designate an officer to make the purchases; and the regulations required that officer to accompany his bill on the department with an oath, that the purchase had been made on the best terms that the state of the market afforded. What, sir, if I did say I cared not a *damn* what the rations cost the contractor; to get them at any price; that it made no difference to me (as it made none to the United States) if they cost one dollar the ration. Sir, the more the ration cost the contractor the more I was pleased; it was a just punishment for his shameful negligence; which, I will show to the court under the succeeding specification, was, perhaps, unexampled even in our service.

I object, Mr. President, to plead to the 15th specification of the 4th charge. *1st. Because it contains no military offence; 2dly, because the case of sergeant Gary (who was furloughed by the authority of general Gaines, and discharged by major Cutler) is void by act of limitation; and, 3dly, because the time and place is not laid with sufficient precision.*

Granting that I did furlough and discharge men; I only did that which, under the 11th and 12th articles of the rules and articles of war, my commission fully empowered me to do. But, in no instance, sir, did I ever furlough a soldier, unless on the recommendation of his commanding officer; and where the furlough was granted to the expiration of the period of enlistment, surely there could be no impropriety in giving the discharge, so dated as to take effect at the time the soldier would be entitled to receive it; no inconvenience or embarrassment resulted to the service, and a meritorious and faithful individual (for to none other was the indulgence extended) was saved the trouble and expense of a journey of, perhaps, several hundred miles.

I object, Mr. President, to plead to the first and second specifications of the 5th charge. 1st. Because the specifications contain no offence. 2dly, Because the regulations, taxing the sutlers, were made in April, 1817, and is void by act of limitation.

In April, 1817, I published a standing regimental order, containing 54 articles, for the government and economy of the 4th regiment. The 50th article of this order is in the following words, viz: "A duty of five per cent. will hereafter be levied on all moneys collected by the sutlers, which shall form a regimental fund, for the support of a band, and for such other purposes as may be judged best calculated to promote the interest of the regiment. The sutlers will, therefore, hand into the adjutant, on the day preceding that on which the payment is to commence, duplicate accounts of their claims against each company. One copy of which will be furnished the company officers, to regulate the collection of the sutlers; and the other filed in the adjutant's office. At 12 o'clock on the day after the payment, the sutler will call on the adjutant and pay over to him the amount due under this regulation, taking duplicate receipts for the same; one of which will be deposited with the colonel or senior officer present. The amount, thus collected, the adjutant will hold, subject to the order of the commanding officer." This, sir, is the head and front of my offence, no more.

Had I levied this duty for my own private advantage, Mr. President, I should have sinned against the 31st article of the rules and articles of war, and been liable to punishment; but the order itself expresses the purpose for which the duty was laid, and I am not even accused of having laid it for any other. 'Tis true, the 1st specification says, "I never publicly accounted for the same;" nor was I, sir, bound to do so; the fund was the property of the regiment, and the public had nothing to do with it. The money was collected by the adjutant, and by him held as regimental treasurer, subject to the order of the commanding officer, for the time being. Should the court overrule the objections, I am prepared to shew that the money has, from time to time, been expended in support of the regimental band, except about 200 dollars, which, at the desire of the officers, was expended in fitting out a youth of singular promise, who had been

patronized by the regiment, and, on the recommendation of the officers, appointed a cadet at West Point.

The prosecutor says, the duty compelled the non-commissioned officers and privates to pay 5 per cent. more to the sutler than elsewhere, and that it was partial and unequal, as it did not extend to the officers of the regiment. A reference to the order will shew that he is mistaken in both positions. The tax effected the profits of the sutlers, not the pay of the soldier, and the regulation extends the duty to all moneys collected by the sutler.

It is unnecessary, I presume, sir, to apprise this court that the custom of taxing the sutlers for the benefit of the regiment or post, has long been common to the service. It is done in the regiment of light artillery, and the 2d and 6th infantry, to the north; and in the 1st regiment of infantry, if I am correctly informed, Mr. President, as well as the 4th, to the south. In the 4th regiment, the regulation was made under the very eye of the commanding general, and, until the charges on which I stand arraigned, were put into my hands, I never heard one word against the propriety of the measure; and no person but my accuser would ever have thought of making it a crime.

I again repeat, Mr. President, that my sole object in making the foregoing objections, is to save an idle waste of time, for the accusations, though proven to the utmost extent, amount to nothing, when stripped of their technical phraseology. There are other specifications to which I conceive very weighty objections might be sustained, but they are specifications that involve my character as an officer and a gentleman, and, therefore, I wish them to become the subject of investigation.

WILL. KING,
Col. 4th Infantry.

DOCUMENT B.

Col. King's request to the Court to delay the Trial, for further Evidence.

MR. PRESIDENT: It is with extreme regret I have to state to the court that I am not fully prepared for trial.

Under the 4th specification of the 3d charge, I want the testimony of brig. gen. Parker, who has been duly summoned, to prove that I was authorized to bring out my family, my negroes, and baggage, in the public transport. I want the deposition of Mr. Hugh Boyle, merchant, of Baltimore, the owner of the ship *General Hand*, to shew, that the destination of the detachment of recruits was changed, after the provisions, wood, water, &c. &c. had been shipped, and the

vessel ready for sea; and, that he positively and peremptorily refused to give up the charter party for Mobile, or to permit the ship, then under engagement for New Orleans, to carry a freight of cotton to Liverpool, to touch at St. Mary's, for a less sum than \$ 3,000.

I want the deposition of George Graham, Esq. late acting Secretary of War, to prove that, in this dilemma, I repaired to Washington, and reported to him the determination of Mr. Boyle; and that he ordered me to add to the original charter party for the "General Hand," the amount which I should have to pay for another vessel to transport the troops from Baltimore to Point Petre, (Georgia.)

Immediately on being furnished with a copy of the charges, I forwarded authority to take the depositions of Mr. Graham and Mr. Boyle, (of which the prosecution was duly notified,) and their answers to my interrogatories may, I presume, be expected by the last of the present month. The court will at once see how important this testimony is to my honorable acquittal of the charge; and they will, without hesitation, allow me the time necessary to obtain it.

But, Mr. President, as I am fully persuaded the prosecution cannot sustain the criminal features of the accusation, I have no objection to proceed to the examination of testimony, with an understanding that the court will allow me a reasonable time for the arrival of general Parker, and the depositions of Messrs. Graham and Boyle, should I hereafter consider them necessary to my complete justification.

WM. KING,
Colonel 4th Infantry.

DOCUMENT C.

4th CHARGE—11th SPECIFICATION.

Letter from Colonel Brooke to Colonel King.

FORT ST. CARLOS DE BARANCAS,

27th July, 1818.

DEAR SIR: I enclose you as correct a statement as can be obtained, in the absence of lieutenant Minton, of the amount of issues made at this post since the 29th of May, up to the present date. The sixty-four barrels of flour, reported as belonging to the United States, not surrendered with the fort, by the Spanish authorities, and when you inquired whether or not any part of the provisions in deposit belonged to the United States, I supposed you to ask if all the rations at

this post had been placed here by Mr. Tonkersly. Lieutenant Scallan turned over to Mr. Tonkersly all the United States' provisions, and took his receipt for them. I will thank you to refer to him, and his explanation must be conclusive as to what part of the issues already made belonged to the United States, and what part to Mr. Tonkersly.

I despatched lieutenant Minton on command, to increase the certainty of the deserters being taken, because I believed that the best possible means of putting a stop to it; and when the soldiers once become certain that every effort will be made to overtake all deserters, the inducements to leave the service will be destroyed, under the idea of the impossibility of escape. I think it highly problematical whether a command, under a non-commissioned officer, would return, at this time, to the post; and I am convinced that Peters' men will desert every good opportunity, and I doubt their obeying the order of killing the deserter, if apprehended in the province.

I wish very much a contract could be made for a supply of wood for this post. We have been using the dry wood near the work, and what was found here on its surrender, until it has been consumed. To procure it ourselves would subject the men to a very severe fatigue, and there is no other kind of wood within several miles but green pine. The bricklayers have been employed in completing the furnaces and repairing the magazine, which leaked very much every rain, and has been the cause of the great quantity of damaged powder at this post.

I am, with regard,

Your obedient servant,

GEO. M. BROOKE,

Colonel U. S. A.

To Colonel WILLIAM KING,

Comd'g 8th Military Department, Pensacola.

DOCUMENT D.

5th SPECIFICATION—3d CHARGE.

Letter from Colonel Trimble to Colonel King.

11th January.

SIR: The master of the *steamboat* will set out early in the morning, and calls on you for an additional sum for freight from Mobile to this place. Thirty-five dollars, for his additional trouble and detention, will, I think, be sufficient.

I am, very respectfully, sir,

Your obedient servant,

W. A. TRIMBLE.

Colonel W. KING.

The following accompanies this document.

Received, Montgomery, January 15, 1817, of colonel W. King, the sum of fifty dollars; being in full for the transportation of his furniture and stores from Mobile to the boat yard.

\$50.

B. LASSABE.

DOCUMENT E.

11th SPECIFICATION, 4th CHARGE.

Letter from Colonel Brooke.

FORT ST. CARLOS DE BARANCAS,

22d July, 1818.

DEAR SIR: Three men from Peters' company deserted this evening, and in consequence of the state of interdiction in which we are placed, I have deemed it proper to inquire whether or not a command from this post shall be sent in pursuit. The desertions from this company alone is almost alarming. No less than eight men have deserted in twenty days. We have ten in confinement who have been apprehended some days since, whom I should wish court-martialled; as a severe example is necessary to deter others.

No new case of the small pox has occurred. A contract has been made with Mr. Ignatus, to furnish fresh meat, on the same terms allowed Collins, which I think is eight cents. A return for hospital stores has been enclosed to Lieut. Brady, which are considered as very necessary.

I am, with sentiments of regard,

Your obedient servant,

GEO. M. BROOKE,

Col. U. S. A.

P. S. The deserters, it is believed, are gone on to Georgia: their names are, serg. Jos. Aikins, corporal Thomas Morgan, and private William Carroll.

Since finishing my letter, I have learned, that it is more than probable those deserters have taken the route to Tennessee. If I am permitted, I could send Lieut. Minton, with several men on horseback, who would be certain to overtake them.

G. M. B.

DOCUMENT F.

2d CHARGE, 1st SPECIFICATION; and 4th CHARGE, 15th SPECIFICATION.

Cantonment, Montpelier, A. T.

December 1, 1819.

It appears, from official documents, on file in this office, that Sergeant Joel Whetten, of the 4th regiment of Infantry, was enlisted by Lieut. Watkins, on the 20th November, 1813, to serve for five years; and that he was discharged by Col. William King, on the 19th November, 1818.

W. H. BARCLAY,

Adj't 4th Infantry.

A true Copy.

S. D. HAYS,

J. Advocate S. D.

DOCUMENT G.

2d CHARGE, 1st SPECIFICATION; 4th CHARGE, 15th SPECIFICATION.

Cantonment, Montpelier, A. T.

December 1, 1819.

It appears, from official documents on file in this office, that sergeant James A. Latta was enlisted, by Lieut. Smith, on the 25th day of March, 1814, to serve for five years; and was discharged by Colonel Geo. M. Brooke, at this post, on the 24th of March, 1819.

W. H. BARCLAY,

Adj't. 4th Infantry.

DOCUMENT H.

4th CHARGE—15th SPECIFICATION.

Cantonment, Montpelier, A. T.

December 1, 1819.

It appears, from the official documents on file in this office, that sergeant William Gary, of the 2d light company, 4th regiment, was

discharged, by Major Enos Cutler, commanding at this post, on the 16th day of August, 1817.

W. H. BARCLAY,
Adjt. 4th Infantry.

DOCUMENT I.

4th CHARGE—15th SPECIFICATION.

Cantonment, Montpelier, March 18, 1817.

4th REGT. ORDER.

Sergeant William Gary, 2d light company, having, with the approbation of the Major General, been indulged with leave of absence until the 16th day of August, when his term of service expires, is, by his own consent, to be mustered as a private centinel, until further orders.

By order:

HENRY WILSON,
Adjt. 4th Infantry.

Certified.

W. H. BARCLAY,
Acting Adjt. 4th Infantry.

DOCUMENT K.

4th SPECIFICATION—3d CHARGE.

(Private and unofficial.)

DEAR SIR: I have just been directed to make the enclosed order; and I hear, from the report of General Gaines, that he marched the whole of the 4th and 7th, on the 1st October, for Fort Scott, where they probably must be at this moment; and that the intention was to make war on the Seminoles. This the War Department has prohibited, by a letter written to General G. this day, by Mr. Graham. Will it reach him in time? Mr. Graham says, he is willing to allow you to go on to the Alabama with your family, and trust to your joining the general from that place, which I hope will accommodate

your views in relation to your private affairs, and your *black troops*.^{*} He says, he cannot say any thing respecting the late cantonment of your regiment at Montpelier; not knowing what General Gaines intends to do, or what will become necessary. I did hope he would allow you to carry the men to Montpelier; but the enclosed is the arrangement.

D. PARKER.

Copy.

S. D. HAYS,

Judge Advocate.

[Inclosed in a letter under date 31st Oct. 1817.]

ADJ'T AND INS. GEN'S OFFICE,
31st October, 1817.

SIR: The acting Secretary of War directs that you supply the detachment of recruits of your regiment, now at Baltimore, with every thing requisite for their occupying a separate post; and that you land them at St. Mary's, Georgia, to be stationed at Point Petre. This arrangement is adopted in consequence of the movement of your regiment to Fort Scott, which general Gaines has advised the War Department he has ordered, and the necessity of having a large force on the sea-board frontier of Georgia.

Colonel Brooke reported to me, by letter from Norfolk on the 17th instant, that he was on his way to Baltimore to repair to the head quarters of the 4th infantry by water—the War Department wishes that he may be left in command at St. Mary's.

Lieutenant Shomo starts from this place for Baltimore to-morrow: this will give three officers to the detachment, and, after landing them, will leave you at liberty to repair to the head quarters of your regiment. Colonel Bomford informs me that all the necessary equipment can be furnished by the ordnance office at Baltimore.

* As this *unofficial and private* note is introduced by colonel King to show that the War Department knew of, and approved, his taking his slaves in a public vessel, it seems proper to explain, in this way, the reasons for the note. It simply pointed at the approaching service of his regiment, information always desired by officers, and such as is never refused, in time of peace, to officers of his rank.

While in Washington, some short time previous to my writing the note, colonel King had, in casual conversation, informed me he was cultivating a plantation in Alabama, where he was about sending many slaves, which would require his personal attention. *I did not hear when, nor how, they were to be sent.* I certainly did not suppose they were going with the troops; but I understood, from him, that his wife and children were going with him in the public vessel.—An indulgence always allowed in transporting troops in that way.

D. PARKER.

Transmit an estimate for funds, and report the time you will be able to start from Baltimore.

If the vessel you have chartered will not land the men at St. Mary's on the terms agreed upon for the Alabama, you must give her up, and take an other.

I have the honor to be, sir,

Your most obedient servant,

D. PARKER,

Adj't and Ins. General.

Colonel WM. KING,
4th Infantry.

A true copy from the original.

S. D. HAYS,

Judge Advocate D. S.

DOCUMENT L.

4th SPECIFICATION, 3d CHARGE.

Interrogatories to be propounded to George Graham, Esq. late acting Secretary of War, and to be read in evidence before a general court martial ordered to convene at Mobile (A. T.) for the trial of colonel William King, United States' army.

Interrogatory 1st. Have you any recollection of colonel King's waiting on you, at your office, on or about the 3d of November, 1817, whilst you were acting Secretary for the Department of War, and reporting to you that Messrs. Hugh Boyle and Co. of Baltimore, the owners of the vessel chartered to transport a detachment of the 4th United States' regiment to Mobile, (A. T.) had refused to give up the charter party, or to land the troops at Point Petre, (Geo.) for which place their destination had been changed by your order, for a less sum than three thousand dollars?

Interrogatory 2d. Did you, or did you not, refuse to give the sum of three thousand dollars for the said vessel, and say to colonel King that it was important to the service that the detachment should be at Point Petre with the least possible delay: that, therefore, he, colonel King, would immediately return to Baltimore, and, as the provisions, wood, water, and baggage of the detachment were on board the General Hand, and the ship ready for sea, he was authorized to add to the amount of the original charter-party of that vessel, whatever he would have to give for another vessel to go to St. Mary's, (Georgia;) that if Messrs. Boyle and Co. were not willing to let the ship touch at St. Mary's on those terms, they must sue colonel King for damages, or the subject might be left to arbitration?

WILLIAM KING,

Col. 4th infantry.

MONTPELIER, A. T.

October 2d, 1819.

In answer to the foregoing interrogatories, this deponent saith, that he cannot now charge his memory with the precise date and sum therein stated, but he well recollects that, in the month of October or November, 1817, colonel King reported, in person, to the Department of War, that the owners of the vessel which he had chartered to take the detachment under his command to Mobile, would not permit the vessel to touch at St. Mary's, to which post he had been subsequently ordered with the detachment, without they were paid a considerable sum in addition to that stipulated for in the original charter-party. I, then acting as Secretary of War, stated to colonel King that the price agreed to be given for the transportation of the detachment to Mobile was a high one, and that the additional charge for landing the troops at St. Mary's, was considered as an attempt to extort money from the government, and ought not, on an ordinary occasion, to be submitted to; but that circumstances of a peculiar nature, and such as I was not then at liberty to communicate, made it necessary that the detachment, then under his command, should be placed at St. Mary's in the shortest time possible, and that it ought not to be delayed from pecuniary considerations. That, being thus possessed of the opinion and views of the department, he must return immediately to Baltimore, and make the best arrangement in his power for the prompt transportation of the detachment to St. Mary's, and that, if it became necessary or advisable, he must abandon the original charter-party, and leave the parties to their recourse at law.

After colonel King returned to Baltimore, he communicated to the adjutant general the arrangement he had made, and advised him that he had drawn a bill upon me for the amount of the transportation; this bill I refused to pay, not on account of the high price given, as colonel King had been authorized to exercise a sound discretion on that subject, but because funds had been placed in his hands for that purpose, and it was believed that the quarter master's department, to which he proposed to apply those funds, had been provided for otherwise.

GEORGE GRAHAM.

County of Washington, District of Columbia :

On the 27th day of October, 1819, the above named George Graham made oath, in due form of law, that the within are true answers to the interrogatories within put.

JAMES M. VARNUM,

Just. Peace.

DOCUMENT M.

ELEVENTH SPECIFICATION, FOURTH CHARGE.

WEEKLY REPORT of the Troops stationed at Fort St. Carlos de Barrancas, commanded by Lieutenant Colonel George M. Brooke.

Fort St. Carlos de Barancas, 26th July, 1818.		Companies.	Corps.	PRESENT FOR DUTY.									SICK.			EXTRA DUTY.				DAILY DUTY.				CONFINED.		WAITERS.				ABSENT.					ALTERATIONS.			
Majors.	Surgeons' Mates.	Qr. mr. Sergeants.		Captains.	First Lieutenants.	Second Lieuts.		Sergeants.	Corporals.	Musicians.	Privates.	Sergeants.	Corporals.	Privates.	Sergeants.	Corporals.	Musicians.	Privates.	Sergeants.	Corporals.	Musicians.	Privates.	Privates.	Learning Music.	Off.	Hos.	Total Present.	Captains.	First Lieutenants.	Second Lieuts.		Corporals.	Privates.	Present & Absent.	AGGREGATE.	Discharged.	Deserted.	Dead.
Field and Staff Capt. Peter's Detachment Capt. Jones' 7th batt. com.		Artillery do 1st Inf. 4th do	1	1	1	1	1	2	4	3	18	1	1	14			1	3	1		1		2	1	2	1	5	60						2				
								1	1					1			2	2					4	1				5	1			13	73	77		4	1	
					1			1	3		13			2				1					2						2			7	5	5				
						1	4	4			21			2			5						3		2	1		42		1	12	34	37	2				
TOTAL,		1	1	1	2	1	2	7	12	3	52	1	1	19			11	2		1		9	2	2	4	5	133	1	4	1	32	166	178	2	4	1		

Entered, Schooner Little Sally, from New-Orleans.

Sergeant Aikins,
Corporal Monger,
Private Carrol,

Deserted from Fort St. Carlos de Barancas, 22d instant.

Private Joseph Smith, discharged 19th July, 1818,

do John Archer, do do

do William E. Skeats deserted, 25th July, 1818, from this.

} Term of service expired.

A true Copy.

S. D. HAYS, Judge Advocate, D. S.

JAMES M. SPENCER,

Acting Adjutant.

GEORGE M. BROOKE,

Col. U. S. A. Fort St. Carlos.

DOCUMENT N.

Letter from General Jackson to Colonel King.

NASHVILLE, 13th April, 1819.

SIR: Your several letters of the 4th and 10th of February have been received. I regret, extremely, the embarrassed situation in which you have been placed; owing to the want of funds in the quartermaster's department. Not until the receipt of your last communication, did I learn that you were without an officer of that department. More than four months have elapsed since captain Hunt was ordered from New Orleans to join you, and I presumed he had obeyed his instructions. I have directed a strict inquiry into the cause of his neglect and disobedience of orders; and, if satisfactory reasons are not given, shall direct his arrest: be assured, sir, I am far from attaching censure to your conduct, which has been highly satisfactory. I have read, with pleasure, your correspondence with general Echeviere. Your conduct in the evacuation of Pensacola, as well as on every other occasion, during your unpleasant command in the Spanish province, meets my entire approbation. You have, no doubt, heard of the cession of the Floridas to the United States: there is little doubt but the treaty will be ratified by Spain; and I hope, in a short time, you will have the pleasure of relieving the Spanish general again in command of the Barrancas. Please to present my respects to Mrs. King.

Your obedient servant,

ANDREW JACKSON,

Major Gen. Commanding.

Col. WM. KING,

4th regiment infantry.

DOCUMENT O.

COL. KING'S DEFENCE.

Mr. President: Patiently, and with the frankness and candor of a soldier, I have met this investigation—an investigation founded for the most part upon charges frivolous, absurd, vexatious, and unfounded, and well calculated, from the vindictive and rancorous malignity with which the prosecution has been conducted, on the part of my accuser, to arouse in my bosom feelings the very reverse of those which have governed my conduct. But, Sir, strong in the righteousness of my cause, and confident that every act of my military life would stand the test of the severest scrutiny, I have viewed the impotent assaults of my accuser with calm contempt, under a conviction that his

efforts to injure my character, would, in the end, recoil with dreadful and overwhelming fury upon his own head. Yet, think not, Mr. President, that I have been insensible to the humiliating situation to which the machinations of my accuser, and the pleasure of the government, has reduced me. An officer who, for eleven years, has prided himself upon the rectitude of his conduct; whose ambition has been to merit the promotion which the government, in the hour of need, has showered upon him with an unsparing hand; and who retained his commission from the love of his profession, could not be indifferent to a reverse not more unexpected than undeserved. Most keenly, Sir, have I felt my arrest, for at a blow it severed the tie that bound me to the army; and, with Othello, I may say, "*my occupation's gone.*"

I shall pass over in silence, Sir, the 1st and 2d specifications of the 1st charge; the 2d, 3d, and 5th specifications of the 3d charge; the 3d, 4th, 5th, 10th, and 14th specifications of the 4th charge; and the 1st and 2d specifications of the 5th charge; they are either utterly destitute of all claim to truth, or, are raised upon a foundation of sand that will slide from under them at the touch of this court. Neither will I detain you, Mr. President, with any remarks in relation to the 6th, 7th, 8th, and 9th specifications of the 4th charge; the facts therein contained are fully admitted, and it rests with this tribunal to decide a question that, in my opinion, involves the discipline of the army. That you will give it the considerations its importance demands I am well persuaded; and should you determine that my conduct has been exceptionable, I stand prepared to pay the penalty you may impose.

The first accusation that I shall notice, is the 4th specification of the 2d charge; in this I am accused of inducing major Hogan to loan public money, and then making it a charge against him. Here, Sir, the prosecution has failed to establish the most important fact involved in the question, and without which the charge must fall, viz: That I actually knew the \$1500, which I charged major Hogan with improperly loaning to Nielson and Randolph was furnished them for the purpose which he alleges it was, that is, \$1000 to buy my bill on Maryland, and the residue to pay off the officers at Pensacola. Had I known this to be the fact, and yet preferred the charge, I should have merited the heaviest censure of this Court; but, Sir, I had every reason to believe the fact was not as the prosecutor states it; and, on the honor of a soldier, and the veracity of a gentleman, I always believed that the \$1500 had been loaned to Messrs. Nielson and Randolph for their private purposes, until major Hogan's examination before this Court. Had captain Nielson been present I would have placed this business beyond every question of doubt; but his absence leaves me no alternative but to lay before the court a simple statement of the transaction as it took place:

In the month of January last, finding I should have to use here part of a sum of money that I then had in Maryland, I concluded to offer to Nielson and Randolph a bill upon my agent for \$1,000. Apprehensive they might not be able to raise all the money, and anxious

to be sure of the sale of my bill before I left this post, I addressed to major Hogan my note of the 14th January, stating the fact, and asking him if he would assist us, if necessary; he replied, he would to the amount of a few hundred dollars. The next morning I set out for Pensacola, but meeting Mr. Nielson a few miles from this place, I turned back and he breakfasted with me; in the course of conversation I enquired of him if he wanted a bill on Maryland for a \$1000, and told him major Hogan would assist him if he could not raise all the money; he replied, he did not want money in Maryland; that all the money he could raise here he could employ to advantage in buying up depreciated paper from the Spaniards at Pensacola; that his object in coming up was to obtain funds from major Hogan, and that he was going on to St. Stephens to get Orleans paper, or specie. Here the subject dropped, and I heard no more of it until capt. Nielson called at my quarters in Pensacola, about the 1st of February, and said he would be glad to get a bill upon Maryland, as Mr. Randolph, then in Baltimore, had requested him by letter to send on all the money he could raise; I accordingly gave him a bill for \$1000, and he called on the 4th February and paid me for it; but not one word was said about major Hogan's lending him the money, nor had I ever reason to believe major Hogan had any agency in the transaction. That this is the fact, Mr. President, I appeal to the two gentlemen on this court who sat in judgment at the trial of major Hogan.

About the time the troops of the United States evacuated the province of West Florida a difficulty occurred with major Hogan in relation to the payment of the regiment, and I determined upon arresting him. In one of the letters that passed between us at this time, he mentioned, to my no little astonishment, the fact, of his having furnished Nielson with \$1000 to buy my bill on Maryland, and stated he could not proceed to the payment until Nielson refunded him the money. My reply to the letter, mentioning this circumstance, is before the court. A few days afterwards I called upon capt. Nielson, in front of the mess-house, and inquired of him how much money he had received of major Hogan on the 15th January; he replied \$1500; I asked him much he had drawn out of the St. Stephens Bank for major Hogan; he answered, about \$6000, and added, he had been authorised to use the half of it, but could only get \$1500 in the kind of money he wanted. I requested to know if any thing had been said on the subject of the bill I had offered to sell him on the 15th January; he replied, yes, that when major Hogan gave him the \$1500, he observed, he might now buy my bill, but that he answered he did not want my bill. After this conversation I naturally concluded, that major Hogan wished to take advantage of my letter of the 14th of January, to alarm me out of the measure of his arrest, lest I might myself become implicated; and as I believed the money had been given to capt. Nielson for his private purposes, and not for my accommodation, or that of the officers at Pensacola; and as I felt no disposition to let one of my officers remain under an impression that I was in his power, I determined to make it a subject of public investiga-

tion; and accordingly embodied it in the specification of the 5th of my charges, against major Hogan, which I had not then made out. It is now apparent to me that capt. Nielson deceived both major Hogan and myself; he availed himself of the information received from me, on the morning of the 15th January, to draw money from major Hogan, and after having turned it to his purpose, he came three weeks afterwards and purchased my bill. I believed capt. Nielson left this at the instance of my accuser, but am now persuaded it was measurably of his own accord, to prevent his exposure before this court.

Never, Mr. President, did I more reluctantly perform an act of duty, than in adopting the measure of major Hogan's arrest. To that gentleman I owed a debt of gratitude, which I would have paid at any price short of my professional character; and at this moment I feel disposed to forget the injury he has done me. When I set out for the Seminole war, I left a young and helpless family, in a strange land, without a protector, and under circumstances of peculiar delicacy. Soon after I left this, the hostile Indians, from Pensacola, began to murder the settlers, and apprehensions were entertained for the safety of those left at Montgomery, amongst whom was my family and major Hogan's. The major at once determined to retire to a place of safety; but, the situation of my family rendering their removal impracticable, he generously concluded to remain, and share their fate. With this circumstance fresh in my memory, think you, sir, I would willingly adopt a course pregnant with ruin to a man who had just rendered me so signal a service? Be assured I did not—but I had no alternative between his arrest and the complete prostration of a character, earned by years of toil, privation, and sacrifice; and which I prized more dearly than my life. He had, Mr. President, peremptorily refused to obey my orders—he had set my authority at defiance—he had neglected his duty; and, as I thought, attempted to scare me from the performance of mine.

The question to be decided under the 3d specification of the 3d charge, is simply, whether I did "direct lieutenant Houston, acting quartermaster, to pay to Neilson and Randolph, on my private account, the sum of 1,000 dollars in specie, out of the public funds."—Lieutenant Houston, the person to whom the direction is said to have been given, and, therefore, the best evidence, testifies that I *requested* him to pay to Neilson and Randolph 1,000 dollars in specie, out of some public funds lieutenant Wilson was expected to bring from New Orleans; that he understood he was to receive the like sum in bills, in return; and that he considered I was to derive no further benefit from the quartermaster's department, in the transaction, than the mere accommodation of exchange. To this court it little matters what were the terms of the loan made to me by Neilson and Randolph; the transaction, so far as the quartermaster's department was concerned, was to be governed by the understanding that *lieut. Houston* had of my request; and, if the specie had come to hand, it is evident it would not have been paid over to Neilson, unless the bank notes had been delivered in return. The court will, therefore,

acquit me of the specification on two grounds; first, that I did not *direct* lieutenant Houston to pay over the money; and, secondly, that between lieutenant Houston and myself it was intended to be a mere matter of exchange.

Although the evidence of Mr. Randolph has no bearing upon the matter of accusation, it is calculated, most materially, to affect the propriety of my conduct, as an officer. He swears, peremptorily, and positively, that I promised to re-pay the 1,000 dollars loaned to me by him and his partner, out of the public funds expected from New Orleans, by return of Mr. Wilson. I am loth, Mr. President, to question the veracity of any man, but more particularly one whose moral character I have always highly appreciated. I have, therefore, the charity to believe, that Mr. Randolph and myself entirely misunderstood each other as to the repayment of the loan. In the presence of my God and of this court, I most solemnly declare, I never made him any promise to repay the 1000 dollars out of the public funds. My general character, sir, as a man of discretion, is known to every member of this court, and admitting the fact that I would use the public money for my private purposes, is there in this room a gentleman who can think me so very an idiot, as to place my character and my commission at the mercy of my sutlers by telling them of it? Sooner, sir, would I have set fire to the town of Pensacola than have done so! The improbability of the assertion, combined with the avowed hostility of the witness, and the deep interest that he has in my condemnation, speaks for itself, and needs from me no comment.

I now pass, sir, to the 4th specification of the charge of misapplication of public moneys. This specification embraces three distinct acts of offence: 1st, that I disbursed the sum of 1175 dollars of public money for my private purposes: 2d, that I brought out my family, my negroes, and my furniture, and a large quantity of provisions, in a public transport: and 3dly, that I speculated on part of the provisions after my arrival at Mobile.

The correspondence between the Department and myself, the deposition of the then acting Secretary of War, and the evidence of captain Wager, completely refutes the first feature of the charge.

That I brought out my family, my negroes, and my furniture, in the General Hand, is admitted, but they cost the government not a cent; and had I left them in Maryland, as I contemplated when I first heard of the intended movement of the 4th regiment to Fort Scott, and as I certainly should have done, had I for a moment believed we were going to get up an Indian War in this country, the charter money for the transport would have been precisely the same: her owner, sir, was too much a man of business not to take advantage of circumstances and get the most he could for the use of his vessel.

While I was employed in making arrangements for the removal of my family to this country, in the summer of 1817, I was called to Washington as the President of a General Court Martial, ordered for the trial of colonel Wharton, of the Marine Corps; whilst there, captain Hook reported his success in recruiting for the 4th regiment, and

I proposed to the Department that I should bring the men to this country with me, on condition that I was permitted to bring out my family, some negroes, and my furniture, in the transport—this was assented to, and when the court was dissolved I was ordered to procure a vessel and take the detachment on with him. That I had permission to bring out my family, my furniture, &c. is clearly established by captain Wager, who was told so by the Adjutant and Inspector General—that the Secretary of War knew I was coming out in the Transport for the purpose of settling in this country, is shewn by the private letter of the Adjutant and Inspector General; for he there says, when he announces the change in the destination of the detachment: *“Mr. Graham is still willing to allow you to go on to the Alabama and trust to your joining the general from that place,”* which, the same letter adds, *“I hope will accommodate your views in relation to your private affairs, and your black troops.”* And unless Mr. President you agree that I had permission to bring out in the transport my family, negroes, &c. how are you to construe my offer to the Adjutant and Inspector General under date of the 16th of October, *to pay a part of the charter money out of my own pocket, if they will agree to give a certain sum.*

The very proposition presupposes an understanding, that I was to derive some private advantage from the arrangement; otherwise, it is strange indeed to hear an officer of the army offering to assist the government to pay for the transportation of a detachment of troops—after landing the detachment at St. Mary’s, the ship, on her way to New Orleans, touched at Mobile, to deliver freight, and I came in her.

The third ramification of the charge, is for having brought out in the ship and speculated thereon, a large quantity of flour and other provisions; under this branch of the accusation, it is proven by Mr. Patten that he sold for me *six barrels of pork and one barrel of herrings*—and the prosecutor swears, that when I was on the Seminole Campaign, my family let his family have *a barrel of flour!!!* Little did you suppose, Mr. President, when you heard of this speculation, that it was to dwindle down to the sale of some surplus sea stores; and my family accommodating major Hogan with a barrel of flour. I had upwards of 30 souls on board the vessel to provide for; and humanity dictated I should lay in supplies for a long voyage. Fortunately our passage was prosperous; and on my arrival at Mobile I was compelled either to sell the stores that I could not bring up the river with me, or throw them away. I preferred the former course.

I now carry you, sir, to the 4th charge, of *neglect of duty and un-officer-like conduct.* But here the prosecutor has chosen a most unfortunate caption for his specifications; for, with a single exception, they all go to accuse me of exceeding my authority—not neglecting my duty.

The only point that has any claim to the consideration of the court, under the 1st specification of the 4th charge, is, whether a commanding officer is allowed the latitude of judging for himself, suppose an unusual occurrence takes place within his command, or is bound to

put the government and the service to the expense and inconvenience of a court martial, although he may himself be satisfied there is nothing criminal to investigate. In the case under consideration, it was evident to me, as it must be to this court, that the death of Mason was the result of accident; that it was one of those unfortunate occurrences that could not be foreseen, and for which there was no remedy. I, therefore, at once determined not to prefer charges against Mr. Lear or the sergeant. Major Dinkins declined exhibiting them, and it became my duty to release the prisoners from arrest. Had charges been laid in, it would have been improper for me to have pursued the course I did; but I cannot think this court will censure me for having declined preferring charges that I was satisfied I could not support. Let the court admit the principle assumed by the charge, that a commanding officer is clothed with discretionary powers, but is bound to submit to the judgment of a legal tribunal any extraordinary circumstance that may occur within his command, and you at once pass a heavy reflection upon the conduct of general Gaines, general Jackson, and the head of the War Department himself, for not causing an inquiry into the propriety of my order to shoot deserters taken in the fact. The first passed over the order in silence, although it was given when he was present. The second, with his characteristic decision, approbated the measure; and the third, after calling for a report, permitted the affair to slumber for more than a year, and would never have revived it, but for the machinations of my accuser.

I will not long detain you, Mr. President, with the 2d specification of the 4th charge. It sets out with accusing me of having failed, refused, and neglected, to do an act that would have been absurd and ridiculous in the extreme. In the name of Heaven, sir, into whose conduct was I to institute an inquiry? Into that of sergeant Childress, who, it was evident to me, had fulfilled his orders, like an honest and faithful soldier? Certainly not. Arrest the commanding officer, for having given the order? That, sir, would have been a measure of folly; for the very order under which the sergeant acted, was that which I would myself have given, had I been present.

In compliment to Mr. Secretary Calhoun, I will notice the 15th specification of the 4th charge; for, although that gentleman has done me an injury that he can never repair, yet I still entertain for his character the most profound respect, and am well satisfied that the error into which he has fallen originated in the purest motives. I cannot, therefore, prevail upon myself to mortify him so much as to pass over his charge in silence.

The honorable Secretary has, on the information of the prosecutor, no doubt, charged me with having, in effect, frequently granted furloughs and discharges to "the men of the 4th regiment, several months before the expiration of their term of service." This misbegotten bantling major Hogan well knew would prove an abortion, or he would himself have fathered it.

The only instance established of my having granted a furlough to any man of my regiment, is in the case of sergeant Joel Whetten;

for I cannot agree that the case of sergeant Gary, whose furlough was granted by general Gaines, comes under the charge. That I did grant to sergeant Whetten a furlough for about three months, is admitted; but, sir, I owe the War Department no more accountability for that act, than I do for wearing my epauletts. The 12th article of the rules and articles of war, authorizes "every colonel or other officer, commanding a regiment, troop, or company, and actually quartered with it, to give furloughs to non-commissioned officers, or soldiers. in such numbers, and for so long a time, as he shall judge to be most consistent with the good of the service;" I, therefore, simply exercised a positive right conferred upon me by the law.

That sergeant Whetten was not discharged until the expiration of his term of service, is in evidence; that he took his discharge with him is admitted, but, it was useless to him until he had served out his time, and without this document to carry with him his furlough would have been a burthen to him. The very circumstance of this case shews conclusively, that I could have had no sinister motives in granting the furlough, otherwise I would have withheld the discharge, in order to insure the sergeant's return.

Major Dinkins has told you, that, in some few instances, when he granted furloughs to the men under his command, of from five to thirty days, immediately before their term of service expired, (and this the court will observe the law authorised him to do without any concurrence,) that, to save them the expence and trouble of returning for their discharges, they were made out and sent to me for signature, lest he might not be in command of the regiment on the day when they were to take effect. That the public service could sustain no injury from this kind of indulgence to the men on whom it was conferred, is apparent, and I here take my leave of Mr. Calhoun's specification.

I have reserved to the last, Mr. President, the 11th specification of the 4th charge, which embraces a subject which has attracted the public attention, in no inconsiderable degree, and will claim the most serious consideration of this court. This specification goes to accuse me of having given orders to parties sent from Pensacola in pursuit of deserters, to put them to death if overtaken within the province of West Florida, and of continuing and causing to be continued at Pensacola, and the Barrancas, the said order, during the whole period that those posts were held by the United States, and until Neil Cameron, a deserter from the 4th regiment, was put to death.

It is fully proven, and fully admitted, that I did give orders to parties sent in pursuit of deserters, to shoot them if overtaken within the province of West Florida. But, the prosecution has failed to shew that I ever caused such order to be given at the Barrancas. That I am not, in the eye of the law, accountable for the fate of Neil Cameron, this court must be satisfied. He deserted when I was sixty miles distant from Pensacola, and the officer on whose order he was pursued and put to death was never authorised to give such orders on my responsibility.

In taking this view of the subject, think not Mr. President, that it is my intention to shrink from the charge of my accuser, or that I am desirous to throw upon major Dinkins any accountability for Cameron's death. In this business, Sir, I set major Dinkins the example; I formally approved of his conduct; I would myself have given the order had I been present, and I stand here prepared to answer for it, as it may please the wisdom of this court to direct. Having thus boldly assumed the responsibility of the measure, I will now proceed to justify it.

At this distance of time, and with feelings lulled into apathy by a state of profound peace, it is impossible properly to appreciate the motives by which my conduct was governed in this transaction. To you, however, Mr. President, it is well known, that, at the close of a campaign, and with all those ardent and high-toned feelings that war engenders, glowing upon me, I had been left with a handful of men, to defend a province just arrested by force of arms from a foreign power. I was to all intents and purposes in an enemy's country, for the territory of Spain had been violated, her flag trampled upon, her strong holds carried at the point of the bayonet, and her garrison sent as prisoners of war to the Havana. I was within striking distance of a powerful dependency of the Spanish crown, and bound, upon every military principle, to hold myself in as complete an attitude of defence, as if a formal declaration of war had taken place. The captain general of the island of Cuba, with ample means to wrest from the grasp of the United States the province I was left to defend, lay within three days sail of me. Had he been a soldier, and I was bound to consider him one, he would have washed out, in the blood of my garrison, the reflection his master had cast upon his character for the loss of Fernandina. On that occasion, Sir, in reply to his official despatch, he was told his sovereign had expected his first communication would announce the recovery, not the loss of Amelia island.

In this state of things, and at a time when the whole effective force within the province of West Florida fell short of two hundred and fifty men, desertions prevailed to an extent, perhaps never before witnessed in the American army. Col. Brooke reports, on the 22d July, "that the desertions from Peters' company alone is alarming, no less than eight men have gone off in twenty days; we have ten in confinement, who have been apprehended, and whom I want court martialled, as a severe example is necessary to deter others." On the 27th of the same month, the same officer reports: "I have dispatched lieut. Minton, on command, to ensure the deserters being taken, because I believe that the best possible means of putting a stop to it; and when the soldiers become certain that every effort will be made to overtake all deserters, the inducement to leave the service will be destroyed, under an idea of the impossibility of escape. I think it highly problematical whether a command under a non-commissioned officer would return to the post, and I am convinced Peters' men will desert every good opportunity." This, Sir, is the language of the officer commanding at the Barrancas; captain Wil-

son, then the adjutant at Pensacola, tells you, that the men deserted in twos, threes, and fours, with their arms in their hands, and that at one period eight desertions took place from the garrison at Pensacola alone, in the space of three days. The number of men kept out in pursuit of deserters was so great as sensibly to impair our strength, and affect the ordinary duties of the garrison.

Under those circumstances it became, I conceived, my imperious duty to stop the practice of desertion, by the application of such means as came within my reach, without being fastidiously nice as to their legality. I therefore gave orders to the parties sent in pursuit, to shoot down the deserters if overtaken within the province of West Florida, trusting that a few examples would have the desired effect.

This step I considered justifiable, from the necessity of the case, and I went upon the broad principle, that the soldier who deserts the standard of his country, especially when in foreign service, forfeits his life to the law, and that, in the eyes of justice, it little matters whether that life be rendered up at the foot of the gallows or on the bayonet of his pursuers.

The first instance in which I gave this order, was in the case of a sergeant, a corporal, and a private of artillery, who went off together towards the last of July. The pursuit came up with them some distance short of the line; but finding them asleep, they were secured and brought back unharmed. I gave similar orders during the month of August, and with the like result. On the 1st September, I set out for this post, but left no instructions with the officer, on whom the command of the garrison of Pensacola devolved, in relation to the pursuit of deserters. On the 16th of September, on my return to Pensacola, I came up to where a Spaniard had just interred the body of Neil Cameron; and any doubt that had before lingered in my mind, as to the propriety of the order that I had given to shoot deserters, was completely removed, by finding that an officer of major Dinkins' merit, intelligence, and experience, had assumed the same responsibility. Trusting that the fate of Cameron would deter others from deserting, major Dinkins was instructed not to give such orders again, until we saw the effect of one example. In the mean time, on the 26th September, the decision of the President of the United States, in relation to the Floridas, was communicated to me, and the order, which is the subject of charge, was never afterwards, to my knowledge, renewed.

Thus, sir, this business ended, and would, probably, never have revived, but for the vindictive malice of my accuser. A perverted statement of the case is furnished the editor of the New York Evening Post, who raised the war-cry against military despotism, and instantly the enemies of general Jackson, the government, and the army, join in, and the yell is resounded from Boston to New Orleans.

Every act of violence and oppression that had been committed from Maine to Louisiana, from the Atlantic to the Lakes, is concentrated at this point, and heaped upon my shoulders.

With the calmness and contempt that I have met this investigation, I listened to the clamour; alike indifferent to its origin, its course, and its result.

From the singular manner in which this occurrence has attracted public attention, we are almost led to believe that it is the first instance, in any age or nation, where a deserter has been put to death without trial. But, sir, without going very far back into our own history, I can give you high precedent for the measure adopted at Pensacola. Whilst the American army was operating upon the North River, in 1779, desertions prevailed to such an extent, as to claim the interference of the commander in chief. Orders were, accordingly, issued by general Washington, *to put to death, on the spot, every deserter taken in the fact*; and colonel Read, a Representative in Congress, from Maryland, stated, on the floor of the House of Representatives, in the debate on the Seminole war, that, on a certain occasion, when a lieutenant, and commanding an out-post, he caused a deserter, taken in the fact, to be executed on the spot, and sent his head to the head quarters of the army, where it was publicly exposed, and thus an effectual stop was put to desertion. I have the authority of the late general Pike, for asserting that a deserter from camp Wilkinson was put to death by order of colonel Strong, in attempting to swim the Ohio river. If I am correct, the fact came, I suspect, within the knowledge of two members of this court. In 1809, a deserter from the 6th regiment, then serving on the lakes, was pursued into Canada, and there put to death by an officer of the regiment, I think captain Cherry. Here, sir, the territory of Great Britain was violated, and, for a time, the affair made much noise, but it finally subsided, without any investigation. Very recently, long since the death of Cameron, a deserter was put to death in the city of New Orleans, by an officer sent in pursuit of him. With the circumstances of that case I am unacquainted, but the conduct of the officer was justified, even by a civil tribunal.

Fallibility, sir, is the lot of man, and in giving the order in question I may have erred; but here, at least, I am safe from the suspicion of sinister motives; I had no private interests to consult, and no private feelings to gratify; I was alone actuated by devotion to the public service.

Where now, Mr. President, let me ask, are those mighty charges that have been sounded through this territory, until the welkin was made to ring again? They are gone, sir, gone to the tomb of the Capulets! At the touch of the hallowed wand of truth, they have faded away like the baseless fabric of a vision, nor left a wreck behind!

But, does my accuser think to assail, with impunity, a reputation on which slander herself has never dared to breathe? Does he fancy that the Secretary of War will suffer himself to have been made the dupe of his artifices, and yet let him go unpunished? Can he suppose that, at a moment when the quartermaster's department is bankrupt, and the nation, perhaps, on the threshold of war, he has put the govern-

ment to an expense of 20,000 dollars, and dragged all the most efficient officers of the division from their posts, for the mere gratification of his personal feelings; for surely, sir, he will not have the effrontery to say he had any public motive in preferring these charges; does he, I say, think to do all this, and not be called to render a strict account of his conduct? If so, he will find he deceives himself; for, unless the army has assigned to Mr. Secretary Calhoun, a character to which he has no pretensions, this young gentleman will find his name stricken with reproach from the rolls of the army.

In closing my defence, Mr. President, I have but one request to make of this court. It is not, Sir, an honorable acquittal that I have to ask: that your oath will compel you to render me. It is not, to pronounce the charges, on which this investigation has been held, frivolous, malicious and vexatious: that you will do, in justice to the service: but, it is, Sir, to urge this court to stamp with merited disapprobation a practice that has, of late, crept into the service, full fraught with consequences that will, in the end, prove fatal to the character, the discipline, and perhaps the very existence of this army. I allude, Sir, to the custom of acting upon charges preferred by an officer in arrest, against the officer by whom he was arrested. Never was the folly and impropriety of this practice more fully exemplified, than on the present occasion. A subaltern under my command is guilty of five of the highest offences known by the military code, and I am most unwillingly constrained to arrest him. He feels that he has committed himself, and knows the only way to escape the punishment due to his offences is, to induce an impression that his arrest has been caused by feelings of personal antipathy. He therefore gets up charges against me, whether well or ill founded he cares not. and forwards them direct to the War Department; at the same time, through the medium of the public papers, my character is assailed, in the most shameless wanton manner. We all know how tremblingly alive is the executive of this country to the attacks of newspaper scribblers; and, at a moment when apprehensions are entertained lest the sins imputed to me may be reflected upon them, the charges of my subaltern arrive: and, without regard to that subaltern's being in arrest and under trial on charges preferred by me, regardless of my rank, regardless of a character earned by a life spent in the public service, and thrice sealed with my blood; a sword that has been worn eleven years with honour to myself, and done "*the state some service,*" is wrested from me.

Had the Department stopped here, Sir, perhaps I might have submitted without a murmur: but, in their rage to strike at me, they lay prostrate every barrier raised by time and wisdom for the protection of the commanding officer in the discharge of his duty. They even order the arrest and trial of my subaltern suspended, that he may prosecute me! How is such conduct to be reconciled to the immutable principles of justice? How, Mr. President, to the dictates of common sense and common propriety? The effect which a measure

like this, from the head of the War Department, is calculated to have upon the discipline of the army, is apparent to the most superficial observer. For what commanding officer, who has a turbulent subaltern to control, will venture on his arrest, when he knows that the loss of his own sword will be the necessary consequence of that subaltern preferring charges against him? Let no gentleman in commission view such a course with indifference, under an impression that he is himself beyond the reach of charges. Such, Sir, was the delusion under which I laboured, at the very moment the order of arrest was put into my hands; and this court have seen on what foundation a man of vindictive passions, and who is insensible to all the finer feelings of the human soul, can build up charges of the most formidable appearance.

Mr. Calhoun supposes, perhaps, that the refutation of charges places the character of the accused upon the same ground it occupied before the arrest; but, had he been bred a soldier, Sir, he would have been sensible of what I at this moment feel—that no sentence of a court, and no subsequent act of the government, can do away the reproach which is implied by an arrest.

Mr. President, I have done; and in undertaking this defence I find I imposed upon myself a task, for which neither education, habit, nor pursuit, has fitted me. My case I cheerfully submit to your consideration; confident that in your award you will do justice to me, the government, and the army. But, Sir, whatever may be your sentence, I bear about me a proud consciousness of the purity and integrity of every act of my military life, that is not to be shaken by the decision of any earthly tribunal.

WM. KING,

Col. 4th Infantry.

December 8, 1819.

DOCUMENT No. 28.

Opinion of the Judge Advocate, delivered to the Court Martial held for the trial of Colonel King, of the 4th Regiment of Infantry.

MR. PRESIDENT: I feel it were almost unnecessary for me to make many remarks upon the present occasion, because of the intelligence of this honorable court, and because of the overwhelming weight of the testimony adduced by the prosecution, which stands on your record, uncontroverted and unexplained by the accused.

I shall, therefore, confine my observations, for the most part, exclusively to the points of law involved in the case under consideration, and leave the application of evidence to this experienced and enlightened court.

Permit me, sir, in the first place, to call your attention to the law on the subject of furloughing and discharging soldiers, which we find in the 11th and 12th articles of the rules and articles of war. From an attentive examination of the 12th article, it appears that every colonel or other officer commanding a regiment, troop, or company, and actually quartered with it, may give furloughs to non-commissioned officers and soldiers, in such numbers, and for so long a time, as he shall judge to be *most consistent* with the good of the service. This sentence evidently implies a strong negation, insomuch that, should it be found that a furlough has been granted for a length of time the least inconsistent with the good of the service, it cannot be contended that the officer derives his authority for so doing from this article, but would, on the contrary, be held accountable for a violation of the law in its true spirit and meaning, and much more strict would this accountability be, were it found that the furlough had been given by the officer for his own private purposes, altogether unconnected with the public good.

Next, as to discharging soldiers, the 11th article declares that no discharge shall be given to a non-commissioned officer or soldier before his term of service has expired, but by order of the President, the Secretary of War, the Commanding Officer of a Department, or the sentence of a General Court Martial. Here the law is strictly and merely declaratory of those who shall be allowed to give discharges, under any circumstances, before the soldier's term of service has expired, but perfectly silent as to the reasons or motives which should govern an officer in the exercise of his power, and there can be no question that he would be held responsible for the improper use or abuse of this as well as any other trust reposed in him by the government, although left to his own conclusions wherefore a soldier might be discharged and himself justifiable in discharging him.

A soldier might be discharged, on account of inability or bodily infirmities, or by reason of a notoriously infamous and abandoned character, and in these cases the officer discharging him justifiable. But, surely, Mr. President, it was never intended that a man should be discharged four or five months anterior to his term of service, because he was a good soldier, and would make a very excellent overseer. And most assuredly, an officer who could be actuated by such motives, would be deemed unworthy, and held accountable for his conduct, before a general court martial.

And, Mr. President, the accused stands arraigned before you, for having both furloughed and discharged soldiers, frequently, several months before their terms of service had expired, not with a view to promote the public service, but for his own private interest and convenience. It is, therefore, for you to determine, how far the testimony spread upon your record goes to support the charge, and pronounce accordingly.

I shall next, Mr. President, call your attention to the law, of all others perhaps the most controverted, that of corporeal punishment

by stripes or lashes. To ascertain how far, and in what manner, an American soldier, for any offence committed as such, may be punished by a military tribunal, we must advert to the original contract between the United States and soldier.

This contract is the enlistment, which is somewhat in the nature of an article of agreement: solemnized on the part of the soldier, under the sanction of an oath; and by an implied pledge on the part of the government, of protection of all his rights and immunities not given up in the agreement itself; by which the soldier is bound "to bear true faith and allegiance to the United States of America, to serve them honestly and faithfully against all their enemies and opposers whomsoever, and to observe and obey the orders of the President of the United States, and the orders of the officers appointed over him, *according to the rules and articles of war.*"

This, then, is the surrender of civil liberty, which the soldier makes, beyond that of any other American citizen, from the President himself downwards to the meanest subject. Farewell all equality in the protection of the law.

Let us then look to the rules and articles of war, and we shall find they consist of one act of the Congress of the United States, with one hundred and one articles; which are nothing, more or less, than so many sections in any other act of Congress.

The 25th article provides, "That if any non-commissioned officer or soldier shall be convicted of sending a challenge," &c. he shall suffer corporeal punishment at the discretion of a court martial. Article 26 provides, that if "any non-commissioned officer, commanding a guard, shall, knowingly and willingly, suffer any person whatever to go forth to fight a duel, he shall suffer corporeal punishment at the discretion of a court martial." And any others, up to the 87th article, authorise this punishment, enumerating offences, at the discretion of a court martial. In all these cases, courts martial might have inflicted stripes or lashes to any number they chose; but the supreme legislature of the nation, in their wisdom, judging of the future by the past, and apprehensive that inexperienced and indiscreet courts might abuse the power thus delegated to them, inserted the 87th article or section, viz: "no person shall be sentenced to suffer death but by consent of two thirds of the members of a general court martial, nor except in the cases herein expressly mentioned; nor shall more than fifty lashes be inflicted on any offender, at the discretion of a court martial," &c.

This is the restraining clause, enacted for the express purpose of limiting a discretion which, but for this clause, it was thought might have been carried to any length, however cruel and inhuman. The legislature here speak to courts martial in language which cannot be mistaken. You shall not, in the exercise of a discretion heretofore used, as to the infliction of corporeal punishment, go beyond fifty lashes, in this particular kind of corporeal punishment; but you are left to the full exercise of sound discretion in all other corporeal pu-

nishments recognized by the rules and articles of war, and therein defined and enumerated—to those articles you must confine yourselves, because the soldier never has consented to be governed by any other rule.

In the exercise of discretion recognized by the rules and articles of war, it was never understood that courts should be left to their own capricious invention for new-fangled punishments; such as cutting off ears, branding, and the like; which goes to destroy the pride of the soldier, and leaves an indelible mark of infamy, calculated to make the subject of it destitute and abandoned the remainder of his days: but courts martial shall confine themselves to the punishments enumerated in the rules and articles of war; which are, death, cashiering, dismissal, suspension, imprisonment, reprimand, degradation, and confinement to hard labor, and, in the exercise of their discretionary powers, should consider themselves limited, as to kind and degree, by the known laws of the land. Again, some contend, that, inasmuch as the 99th article is subsequent, in order of arrangement, to the 87th, which is the restricting clause, and inasmuch as that article gives to courts martial discretionary power as to the offences not enumerated, and punishment undefined, that therefore the 87th article does not apply to it at all: but such is not the fact—for it must be recollected that all the rules and articles of war constitute but one single act of Congress; and, in the construction of that act, we must take all the articles under consideration together; in strictness, (for it is a penal statute,) such a construction as that they may all avail, rather than perish; if this be correct, it is manifest that the 87th article applies with as much force and propriety to the last, as to the first, of the rules and articles of war; and that, therefore, discretionary powers delegated to courts martial by those articles with respect to the infliction of this particular kind of corporeal punishment, stripes, or lashes, was, by the 87th article, restrained and limited down to fifty lashes; beyond which number they could not have gone, without a palpable violation of law. But, Mr. President, Congress were not satisfied here; for, conceiving this kind of punishment was too ignominious and destructive, as well of the pride of the American soldier as of the cause of the recruiting service, they passed the Act of the 16th May, 1812; the 7th section of which reads thus: “And be it further enacted, that so much of the act for establishing rules and articles for the government of the armies of the United States, as authorised the infliction of corporeal punishment, by stripes and lashes, be, and the same is hereby, repealed.” This is a repealing clause of an act of Congress referring to a previous act on the subject of corporeal punishment, and we ascertain the identity of the act referred to, by the quotation of the repealing clause, as well as from the fact that there is but one act now in force on the subject therein referred to. Then, if it be granted (as it certainly cannot be denied) that courts martial derive all their power of inflicting punishment from the rules and articles of war, the 7th section of the act of 1812 having re-

pealed so much of all those articles as did authorise the infliction of punishment by stripes and lashes, the power which courts martial possessed of inflicting such punishment died with that section of repeal, and is no where to be found in the code for the government of the army; and, Mr. President, it was in vain for the accused to say he did not so understand the law; as he has done in his objections to plead to the specifications; for it is one of his most important duties as an officer, not only to understand aright the laws himself, but to have them read and explained to the soldiers under his command; and it was certainly improper that he should act under a law which he did not understand, to the injury of the service, and the subversion of the rights of the American citizen; it was even still more preposterous and absurd to suppose (as the accused has stated in his objections) that an American Congress should so far forget the character of the nation they had the honor to represent, as to be in anywise accessory to a fraud to be practised on their fellow citizens! For it were nothing less than an actual fraud and deception to hold forth to the world that a certain ignominious punishment heretofore commonly inflicted in our army, was repealed and done away, and thus induce the citizen to enlist in the service of his country, under the belief that he would be exempt from this disagreeable punishment, when, on the next moment, his officer might give him five hundred lashes, and say there was no law against it, and therefore no law to punish him for it. Mr. President, if this were the fact, it was in vain that our citizens became soldiers, and fight and win battles: what were all this *honor* to us if our civil liberties are surrendered as the price of it! The remarks here made, Mr. President, will apply with much more force to the case of ordering a supposed deserter to be shot down, unheard, undefended; for the humanity of our laws presumes every man innocent until the contrary is proven; and where is the law which authorizes such procedure? None! And shall it be said, because there is no article of war which enumerates such a monstrous case as this, and defines the punishment, that the officer who so far forgets all law, both human and divine, shall therefore escape with impunity?

Having now taken a view, in discharge of my official duty, of such points of law as seem of most importance for the consideration of this honorable court, I shall rest the case with them, not doubting but, in their deliberations on the law and testimony, they will, in their final judgment and sentence, so commingle the sentiments of justice and mercy, as on the one hand to preserve the laws in their pristine purity, and, on the other, to impose on the accused, if guilty, such punishment alone as that consideration may demand.

S. D. HAYS,

Judge Advocate D. S.

APPENDIX.

ADJ. AND INSP. GENERAL'S OFFICE,

February 7th, 1820.

GENERAL ORDER :

At a general court martial begun and holden at Montpelier, in Alabama, on the 23d of November last, of which lieutenant colonel William Lindsay, of the corps of artillery, was president, was tried colonel William King, of the 4th regiment of infantry, on the following charges and specifications:

CHARGE 1. Violation of the 14th article of the Rules and Articles of War, by making and signing a false certificate with respect to his pay.

Specification 1. In this, that the said colonel King did keep and employ Elijah Holland, a private soldier of the 4th regiment United States' infantry, as his coachman and wagoner, during the months of August and September, 1818, and, at the same time, charging the United States for the pay of two private servants, viz: Cyrus and Tom, and Cyrus and Nan, and certified on his honor that he did not, for and during any part of the said time, (August and September, 1818,) use or employ, in his service, any soldier of the line of the army, as a waiter or servant, thereby certifying and signing a false certificate with respect to his pay.

Specification 2. In that the said colonel King did receive forage in kind, from the quartermaster of the 4th infantry, during the months of July and August, 1818, at Pensacola, and charged, in his pay account, for the forage of four horses, for the said months of July and August, 1818, amounting to \$64, or thereabouts, and certifying, on his honor, that he did not receive forage in kind for and during any part of the said time, viz: the months of July and August, 1818, thereby signing a false certificate with respect to his own pay.

Specification 3. In this, that the said colonel King did charge, in his pay account, for double rations, as commanding officer of the 8th Military Department east of the Alabama, for the months of October and December, 1818, and January, 1819, for the whole period, although he was absent out of the department on the 6th October, 1818, and on the 3d and 4th days of January, 1819, at Mobile, and 2d, 3d, and 4th days of December, 1818, travelling to, and from, and remaining at, St. Stephens, and made no deductions, nor gave any credit, but did certify, on his honor, his account to be accurate and just, when, in fact, he had overcharged.

CHARGE 2. Conduct unbecoming an officer and a gentleman.

Specification 1. That the said colonel King did enter into private contracts with certain non-commissioned officers of his regiment, to become overseers of his negroes, and discharged them several months anterior to the expiration of their term of service, viz: sergeant William Gary about five months, sergeant Joel Whetton about three months, and sergeant Latta one month.

Specification 2. That the said colonel King did charge, in his pay account of August and September, 1818, for two private servants, and certified, on his honor, that he did not use or employ any soldier of the line of the army, for and during said period, when, in fact, he did keep and employ Elijah Holland, a private of the 4th infantry, as his coachman and wagoner, during the months of August and September, 1818.

Specification 3. In this, that the said colonel King certified, on his honor, that he did not receive forage in kind, for or during the months of July and August, 1818, thereby to draw, from the paymaster of the 4th infantry, the allowance in money, when, in fact, he did draw forage in kind.

Specification 4. In this, that the said colonel King did write a letter to John B. Hogan, paymaster of the 4th infantry, on or about the 14th of January, 1819, and forwarded it by corporal Clarke, couched in the following words and figures, and which is hereto attached, and makes part of this specification, viz :

My dear sir : I set out for Pensacola to-morrow, and must ask of you the loan of \$300 until pay day : the failure to sell my cotton will lay me under the necessity to use here part of the money I had intended to lay out in Maryland for negroes; this I must raise by letting Nelson have a bill on Baltimore for \$1000, but, as it is possible he may be unable to raise all the money, will you assist us by making him an advance until pay day, out of which you shall be refunded what you have been so good as to loan me?

Yours, sincerely,

W. KING.

To Major J. B. Hogan, Montgomery, per corporal Clarke.

Thereby inducing the said J. B. Hogan, paymaster, to accommodate him, the colonel of his regiment, with \$1000, and, the month following, contrary to every principle of the gentleman and man of honor, he, the said colonel King, among other charges, preferred against the said John B. Hogan, produces that of a violation of the 39th article of the rules and articles of war, and specifies this particular act of friendship as a public crime.

Specification 5. In this, that the said colonel King, contrary to his duty as an officer, and in violation of the principles of a gentleman, did, on or about the 2d March, 1819, obtain from lieutenant A. M. Houston, acting assistant deputy quartermaster general, duplicate receipts for the sum of \$1,677, or thereabouts, of public money, and, in fact, only handed over to the said Houston the sum of \$1,477 in cash, and his own due bill for \$200, which due bill he neglected, as a gentleman, to lift, for several months, thereby putting it out of the power of the said lieutenant Houston to pay the debts due by the United States in the east section 8th military department, east of the Alabama, and of which department the said colonel Wm. King had then the command.

Specification 6. That the said colonel King has, at different times, and in many places, indulged himself, in an unofficer and ungentle-

manly-like manner, in speaking in the most contemptuous terms of the military talents and qualifications of major general E. P. Gaines, his immediate commanding officer.

CHARGE 3. Violation of the 39th article of the rules and articles of war, by the misapplication of public funds.

Specification 1. That the said colonel King did, on or about the 1st March, 1819, order lieutenant A. M. Houston, acting assistant deputy quartermaster general, to pay sergeant Childress, of the 4th regiment United States infantry, the sum of thirty dollars, which he alleges was for the apprehension and delivery of Neil Cameron, a private of the 1st battalion company, 4th regiment infantry, when in fact said serg't Childress had put the said Cameron to death on or about the 16th day of September, 1819, in the woods, 16 or 17 miles from Pensacola, and had never delivered him to any officer of the United States' army, as the regulation required, but left him unburied where he had shot him, of all which circumstances said colonel King was well apprised.

Specification 2. In this that the said colonel King did order and direct lieutenant A. M. Houston, acting assistant deputy quartermaster general, in the eastern section 8th military department, on or about the 26th day of October, 1818, to pay Messrs. Nelson and Randolph, sutlers 4th regiment United States' infantry, the sum of five hundred dollars, which was accordingly paid out of the public money, placed in the hands of the said lieutenant Houston, for the use of the Quartermaster General's Department, in the east section 8th military department, east of the Alabama, and which 500 dollars was not due by the United States to the said firm of Messrs. Nelson and Randolph, but was due by the said colonel King, on his own private account, with the said sutlers, and had no connexion whatever with the public service.

Specification 3. That the said colonel King, on or about the 29th November, 1818, did direct lieutenant A. M. Houston, acting assistant deputy quartermaster general, in the east section 8th military department, east of the Alabama, to pay to Messrs. Nelson and Randolph, sutlers of the 4th infantry, the sum of *one thousand dollars in specie*, out of the public fund which lieutenant Henry Wilson, adjutant of the 4th infantry, was ordered to receive and convey from New Orleans, for the use of the quartermaster general's department at Pensacola; the said sum of 1,000 dollars not being due by the United States to said sutlers, but was to repay them for the sum of 1,000 dollars, in Georgia or other notes, which had been lent by said sutlers to the said colonel King, 4th United States infantry, to enable him to commence his speculations in Pensacola property.

Specification 4. In that the said colonel King, being ordered to take charge of a company or party of recruits of the 4th infantry, and being authorized to employ water transportation for the same from Baltimore to the Alabama territory, did charter the ship General Hand, of Baltimore, captain M. Neil, and did ship on board the said vessel, and transport, at the public expense, thirty negro persons,

slaves, or thereabouts; a large quantity of flour and other provisions, a part of which he speculated on, and sold on his arrival in Mobile, a heavy carriage which he immediately shipped for New Orleans for sale, and a large quantity of salt-fish, and four wagon loads of household furniture, consisting of a side-board, tables, chairs, &c. &c; and the destination of said company or party of recruits being altered from Mobile to Point Petre, or Amelia Island, yet, nevertheless, the said colonel King did, on the part of the United States, give the owners of said vessel the additional sum of 1,175 dollars to convey the said company to its place of destination, Point Petre, and then to proceed with himself, his family, negroes, and freight alone, to the town of Mobile, (A. T.) and for which latter service, the United States was thus made to pay for the said colonel King's private purposes the sum of eleven hundred and seventy-five dollars, or thereabouts.

Specification 5. That the said colonel King, having arrived in the town of Mobile, in the month of December, 1817, or January, 1818, on board of the ship General Hand, did take possession of a United States' schooner the Amelia, and ship on board her his family, his negroes, his furniture, &c. &c. and convey them from the town of Mobile to the Bayou, near Fort Montgomery, A. T. all at the expense of the United States, although the said colonel King was then under orders to join his regiment, which was well known to be at Fort Scott, and not at Fort Montgomery.

CHARGE 4. Neglect of duty and unofficer-like conduct.

Specification 1. In that the said colonel King did neglect, fail, and refuse (although thereunto requested) to investigate the cause and manner of the death of Charles Mason, a private of the 8th battalion company, 4th regiment United States' infantry, who was drowned in the harbor of Pensacola, on or about the 2d September, 1818, while undergoing a ducking, which was carried to such excess as to deprive him of life, and was inflicted by order of lieutenant Lear, and executed by sergeant Lewis Starks, without the form or authority of a court martial, and entirely on his own responsibility; and although major Dinkins, then commanding in Pensacola, immediately arrested the said lieutenant Lear, and confined the sergeant until the return of said colonel King from Montpelier; yet, nevertheless, the said colonel King, on his return, totally failing, refusing, and neglecting, to do his duty as an officer, had them both released without any trial or legal investigation whatever.

Specification 2. In that the said colonel King, being then commanding officer of the province of West Florida, did fail, refuse, and neglect, to cause an immediate inquiry into the circumstances attending the death of Neil Cameron, a private and deserter from the 1st battalion company, 4th infantry, who was, in the most cruel and inhuman manner, put to death on the 16th September, 1818, by sergeant Childress, of the 7th battalion company, in or about 16 or 17 miles from Pensacola, West Florida, although said Cameron had made no resistance, but begged to be taken back, and punished according to the nature of his offence, by the sentence of a general court martial.

Specification 3. In this, that the said colonel King, commanding officer of the province of West Florida, aforesaid, on or about the 27th day of August, 1818, at Pensacola, did neglect, fail, and refuse to see justice extended to Benjamin Tackwell, late a private of the 4th regiment United States' infantry, who had honestly served out his term of enlistment to within a few days, and, in consideration thereof, was furloughed, and discharged from service; and, after he had left the town of Pensacola, was pursued, overtaken, and brought back, by a command ordered by lieutenant Lear for that purpose, and carried to his, said Lear's room, stripped, and compelled to receive on his bare back fifty lashes, contrary to the laws of the United States, and without the form or authority of a court martial; which arbitrary, cruel, and ignominious punishment was inflicted on the said Tackwell, after he had been, in effect, discharged, and without any good or sufficient cause; and he was then compelled to serve out the full term of his enlistment.

Specification 4. In this, that he, the said colonel King, did encourage and enforce, in an unofficer-like manner, contrary to the laws of the United States, and the rules and articles of war, the infliction of corporeal punishment, by stripes and lashes, by issuing and promulgating an order, on or about the 10th August, 1818, at Pensacola, (and otherwise) to this effect: that every man found out of his quarters between tattoo and reveille, should receive fifty lashes, and be confined on bread and water in the black hole for the space of one month.

Specification 5. That the said col. King, contrary to his duty as an officer, and in defiance of the laws of the United States, and the rules and articles of war, in their meaning and spirit, as regards the infliction of corporeal punishment by stripes or lashes, did, on or about the 31st day of August, 1818, at Pensacola, permit, carry, or cause to be carried into effect, so much of his said department order of the 10th of August, 1818, as related to the inflicting of fifty lashes on the person of John M'Cleary, a private of captain Cummins' company, 4th inf. which was executed accordingly, although the said M'Cleary's term of service had actually expired.

Specification 6. That the said col. King, contrary to his duty as an officer, and in contravention of the rules and articles of war, and the meaning and spirit of a law of the United States, passed by the Congress thereof, on the 16th day of May, 1812, Sec. 7, which repeals the law authorising the infliction of corporeal punishment by stripes or lashes, did, in defiance of said law, and in disregard of his duty as an officer, sanction the proceedings of a regimental court martial, whereof captain Gale, of the 4th inf. was president, convened on the 16th June, 1818, at Pensacola, before which court was tried corporal Roberts, and private Whitty, of the 4th regt. U. S. infantry, who were both convicted, and sentenced to receive, viz: corporal Roberts twenty-five lashes on his bare back, and private Whitty to receive, privately, forty-five lashes on his bare back, which said sen-

tence and proceedings were approved on the 19th June, 1818, in orders by the said col. King, there and then being commanding officer, and was carried into effect, except such part as related to the infliction of twenty-five lashes on corporal Roberts, which the said colonel King was pleased to remit, when in fact it was the duty of the said col. King, as commanding officer, to have disapproved of the whole proceedings and sentence, and called the attention of the court to the laws of the United States, and the rules and articles of war, and to have enforced a strict conformity to them in every part of the department under his command.

Specification 7. In this, that the said col. King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, in their true meaning and spirit, did, on or about the 29th day of June, 1818, sanction, in department orders, the proceedings of a general court martial, whereof captain John M'Intosh was president, and lieut. H. Wilson, judge advocate, before which said court was tried W. Newby, a private of the 4th inf. on the charge of desertion, and found guilty, and sentenced to have his head shaved, his left ear cut from his head, and to receive, on the grand parade in Pensacola, fifty lashes on his bare back, and then drummed out of service; which said proceedings and sentence, the said col. King, then commanding the eastern section 8th military department did approve, but was pleased to remit, except the fifty lashes, which he ordered to be carried into immediate effect, and the prisoner to return to duty.

Specification 8. In this, that on or about the 29th day of June, 1818, the said col. King, then commanding the east section 8th military department, and acting civil and military governor of West Florida, did sanction, in department orders, the proceedings of a general court martial, whereof captain John M'Intosh, 4th inf. was president, and lieut. H. Wilson, judge advocate, before which court was tried private Henry Benner, of the 8th bat. company, 4th infantry, charged with desertion, and to which charge the prisoner pled guilty; and was sentenced to have his head shaved and receive fifty lashes on his bare back, and then drummed out of service; and the said col. King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, did approve of said sentence, and ordered so much of it carried into effect, as related to the inflicting of the corporeal punishment, and compelled the prisoner to receive fifty lashes and return to duty.

Specification 9. In that the said col. King, commanding officer as aforesaid, did neglect and fail to take any steps whatever to prevent the frequent and open violations of the laws of the United States, and the rules and articles of war, by the infliction of corporeal punishment within his command, from the 1st June, 1818, to the 1st February, 1819, while the 4th reg. U. S. inf. was stationed in Pensacola, but, on the contrary, did sanction, in orders, the frequent proceedings of regimental courts martial within his command, which were in direct violation and disregard of a law of Congress, in its true spirit

and meaning, and contrary to the rules and articles of war, which prohibits the infliction of corporeal punishment.

Specification 10. In this, that the said col. King, did issue an order, on or about the 19th June, 1818, while acting civil and military governor of West Florida, establishing a quarantine law, that every vessel arriving from the Havana, Mobile, and New-Orleans, &c. should ride out a certain number of days below gunshot of the Barancas, and did enforce this order, (as he alleges) to prevent the introduction of infectious diseases, to the entire loss and destruction of one or more vessels, which came there unprepared for riding out a quarantine, and afterwards the said col. King, in an unofficer-like manner, did order (viz. in the month of July,) a vessel direct from New Orleans, to ascend to the town, without undergoing any quarantine, for no other reason but that she had a carriage on board belonging to the said col. King, commanding, &c.

Specification 11. In this, that the said col. King, contrary to his duty as an officer, and in open violation of the laws of the United States, and the rules and articles of war, on or about the 1st August, 1818, did issue a verbal order to the acting adjutant of the 4th inf. lieut. Sands, then stationed at Pensacola, to select two confidential non-commissioned officers, and a suitable command for each, and send them in pursuit of some men of the 4th inf. who were reported as having deserted, and if taken within the limits of the province of West Florida, instantly to have them put to death; but to be careful not to infringe on the civil laws of the Alabama Territory, for, if taken above the line, they must be brought back; and the said col. King, in an unofficer-like manner, and in total disregard of the laws of the United States, and rules and articles of war, did continue and cause to be continued in force, the aforesaid verbal order, issued as aforesaid, both at the Barancas and Pensacola, during the whole period that those posts were occupied by the American troops, and until a private and deserter of the first batt. company, (Neil Cameron,) was overtaken by sergeant Childress and his command, on or about the 16th day of September, 1818, within seventeen or eighteen miles of Pensacola, and there shot; although the said Cameron made no resistance, but on the contrary begged to be taken back and put on his trial, and punished as a general court martial might direct.

Specification 12. In that the said Col. King, contrary to his duty as an officer, did, from time to time, and at different times, viz:

Keep and employ at work, the soldiers (mechanics) of his regiment, the 4th infantry, in making, for his own private use, a variety of articles, not warranted by any law of the United States, nor the rules and articles of war, viz: a wagon worth nearly 100 dollars, for the use of his plantation; ploughs for the same, and boots and shoes for his family.

Specification 13. In that the said Col. King did, on or about the 14th day of February, and 11th day of May, 1819, give an order to purchase provisions, on account of the failure of the contractor, and instead of imposing the necessity of being particular in obtain-

ing them as cheap as possible, did, on the contrary, make use of unofficer-like language to the officer or officers who had been ordered to purchase; saying, he did not care a damn what the rations cost the contractor, but to get them at any price, as it made no difference to him if they cost a dollar per ration, or words to that effect.

Specification 14. In that the said Col. King did fail and neglect to give orders in time to purchase provisions for the use of the troops at cantonment Montpelier, until the said troops were destitute of provisions, or nearly so, and then not allowing time enough to have the contract advertised, and the provisions purchased at a reasonable price, viz: in the months of February, March, and May, 1819, the purchases having been made by lieuts. Houston, Heronimus, and Dulany, to neither of whom was sufficient time allowed to go into the market, advertise, and make the purchases at a fair price.

The consequence was, those officers were compelled to give the contract to such persons as were prepared, knowing of the necessity of the post, and had calculated accordingly.

Specification 15. In this, that the said Col. King, of the 4th U. S. infantry, in an unofficer-like manner, and in contravention of the good of the service, has frequently given the men of the 4th regiment of infantry furloughs for several months immediately preceding the expiration of their term of service, and at the same time gave them discharges so dated, as to take effect at the termination of the time limited in their accompanying furloughs, which was, in effect, to all intents and purposes, giving them discharges so many months before their term of service had actually expired, viz: The said Col. King, of the 4th U. S. infantry, did, in this way, in effect, and in fact, at cantonment Montpelier, between the 10th of March, and 20th Aug. 1817, discharge sergeant William Gary, of the 4th infantry, about five months anterior to the expiration of his term of service, and sergeant Joel Whitton, 4th infantry; between the 10th August, and 1st December, 1818, about three months before his term of service had expired.

CHARGE 5. Violation of the 31st article of the rules and articles of war.

Specification 1. In this, that the said Col. Wm. King, commanding 4th infantry, at Montpelier, on or about the day of September, in the year 1817, did lay a duty or imposition of five per centum, on all the moneys collected for goods sold by Messrs. Nelson and Randolph, sutlers of the 4th regiment of infantry, to the non-commissioned officers, musicians, and privates, of the 4th regiment U. S. infantry, and, contrary to his duty as an officer, and in open violation of the rules and articles of war, did demand, compel, and enforce the payment (through his adjutant) of the aforesaid duty of 5 per centum, thereby compelling the soldiers of the 4th infantry to pay 5 per cent. more for the goods they bought of the sutlers, than they could be obtained for in other stores in the country, which duty was to be expended, as he alleges, in support of a band, but never publicly accounting for the same.

Specification 2. In this, that the said Col. King, contrary to his duty as an officer, and in violation of the rules and articles of war, did, by his own authority, and upon his own responsibility, lay a duty of 5 per centum on all the collections made by the sutlers of the 4th infantry, of the non-commissioned officers, musicians, and privates, of said regiment, which duty bore peculiarly hard on the soldiers, inasmuch as it was partial and unequally laid, and has not extended to the collections made off the commissioned officers of the said 4th U. S. regiment of infantry.

J. B. HOGAN,

Paymaster 4th Reg. Infantry.

The prisoner being called upon to make his plea, objected to plead to the following specifications, viz:—

Third specification, 1st charge; first specification, 2d charge; sixth specification, 2d charge; fourth specification, 4th charge; sixth, seventh, eighth, and ninth specifications, 4th charge; twelfth specification, 4th charge; thirteenth specification, 4th charge; fifteenth specification, 4th charge; first and second specifications, 5th charge.

The Court, after mature deliberation, decided, that the prisoner shall not plead to the third specification, 1st charge; shall plead to the first specification, 2d charge; shall not plead to the sixth specification, 2d charge; shall plead to the fourth specification, 4th charge; shall plead to the sixth, seventh, eighth, and ninth specifications, 4th charge; shall not plead to the twelfth specification, 4th charge; shall not plead to the thirteenth specification, 4th charge; shall plead to the fifteenth specification, 4th charge; shall plead to the first and second specifications, 5th charge.

The prisoner then pleaded "NOT GUILTY."

Finding and sentence.

After the most mature deliberation, the court find the prisoner, colonel William King, 4th regt. U. S. infantry, not guilty of the 1st specification, 1st charge; not guilty of the 2d specification, 1st charge; not guilty of the 1st charge.

The court find in the 1st specification, 2d charge, that the prisoner did furlough sergeant Gary about five months before his term of service expired, and that he employed him as his manager or overseer; they also find that the accused did employ sergeant Latta, before his term of service expired; and they also find that he did discharge and furlough sergeant Whetten, about three months before his term of service expired. The court find him not guilty of the other parts of the specification.

Not guilty of the 2d specification of the 2d charge: not guilty of the 3d specification of the 2d charge: guilty of the facts charged in the 4th specification, 2d charge: not guilty as stated in the 5th specification, 2d charge.

On the 2d charge the court find the prisoner guilty of unofficerlike conduct, but cannot in their conscience say, that he was actuated by the ungentlemanly motives ascribed to him in the 4th specification, and believe he may have acted under the influence of mistake or misapprehension; they, however, cannot withhold the expression of their highest disapprobation of his conduct in the transaction; they acquit him of so much of the 2d charge as relates to ungentlemanly conduct.

The court find the prisoner guilty of the facts stated in the 1st specification, 3d charge, except so much as relates to the delivery of the deserter: guilty of the 2d specification, 3d charge, except that he did request, and not order or direct, as charged in the specification: guilty of the 3d specification, 3d charge, except that he did request, and not direct, lieutenant Houston, as stated in the specification. As to the fourth specification, 3d charge, the court find that the prisoner brought out to Mobile, in the ship General Hand, his family, about 30 negroes, some provisions, (part of which he sold,) and some household furniture, all at the expence of the government; and that he did, on the part of the United States, give to the owners of the ship General Hand the additional sum of \$1,175, to convey the said detachment, mentioned in the specification, to its place of destination, Point Petre, Georgia.

Not guilty of the 5th specification, 3d charge: not guilty of the 3d charge.

The court find the prisoner guilty of the 1st specification of the 4th charge: guilty of the 2d and 3d specifications, 4th charge: guilty of the facts contained in the 4th specification, 4th charge: guilty of the 5th specification, 4th charge; except as to the term of service having expired.

Guilty of the facts stated in the 6th specification, 4th charge: guilty of the facts stated in the 7th and 8th specifications, 4th charge: guilty of the 9th specification, 4th charge: not guilty of the 10th specification, 4th charge: guilty of the 11th specification, 4th charge: not guilty of the 14th specification, 4th charge: guilty of the facts stated in the 15th specification, 4th charge; except as it relates to the discharge of sergeant Gary, and the furlough and discharge of sergeant Latta; and, as to them, not guilty.

Guilty of the 4th charge.

As to the 1st specification of the 5th charge, the court find that the prisoner, colonel King, did lay a duty of 5 per centum, as specified; that the duty has fallen on the soldiers, but that has proceeded from an omission, on the part of the commanding officer, in not regulating the sutler's prices.

That this duty was not for the benefit of the accused, but for the benefit of the 4th regiment; and find the prisoner not guilty of the 1st specification, as stated.

Not guilty of the 2d specification of the 5th charge.

Not guilty of the 5th charge.

The court sentence the prisoner, colonel William King, of the 4th

regt. U. S. infantry, to be suspended from all rank, pay, and emoluments, for the space of five years, from the date of the ratification of this sentence.

WM. LINDSAY,

Lieut. Col. Corps Art. President.

S. D. HAYS, *Judge Advocate D. S.*

The President of the United States approves the proceedings of the General Court Martial in the case of Col. Wm. King, of the 4th infantry, and directs that the sentence, suspending him from all rank, pay, and emoluments, for five years, be accordingly carried into effect.

By order:

D. PARKER,

Adjt. & Insp. Gen.

Extract of a general order, dated Adjutant and Inspector General's office, 10th August, 1819.

The commanding general of the south division will detail and organise a general court martial, as soon as practicably consistent with the interest of the service, for the trial of colonel William King, of the 4th infantry. Such charges, documents, and communications, as the War Department possess, are herewith transmitted, to be put into the hands of the army judge advocate of the south division, or such officer as may be detailed for that duty, in case he cannot attend the court.

Extract of a letter from major general Jackson, to the Secretary of War, dated at

NASHVILLE, December 28th, 1819.

"The proceedings of the general court martial in the case of col. King, of the United States' 4th regiment of infantry, have been presented to me by the judge advocate of division; but, they are herewith submitted to your consideration for approval or disapproval.

"The enclosed document, marked No. 1, is a copy of the letters from col. King, the receipt of which is acknowledged in my letter to that officer, bearing date the 13th of April, 1819, a copy of which accompanies the proceedings of the court. In that letter I expressed my entire approbation of the conduct of col. King, during his

command in Florida; in doing so I had reference only to those circumstances mentioned in his letters, and such other official acts as were then within my knowledge.

But, however unwilling I am to detract from the merit of this officer, who I have ever considered one of the most superior of his rank and profession, it is a duty which I owe myself, here to state, that, at the date of this letter, I was entirely ignorant of the order given by col. King, for shooting deserters taken within the province of Florida, and not until a short time previous to the arrest of colonel King did I become acquainted with these facts.

I have the honor to be, &c. &c.

ANDREW JACKSON.

The honorable J. C. CALHOUN.

No. 1.

Letters from col. King to general Jackson, enclosed in the foregoing.

FORT ST. CARLOS DE BARRANCAS,

4th February, 1819.

SIR: I have the honor to report the arrival, off this harbor, at daylight this morning, of the Spanish expedition destined for the occupancy of this province. It consists of two ships, two brigs, and two schooners, and is said to contain five hundred men. The commanding officer addressed himself to me as a major general.

I am, Sir, your most obedient servant,

WM. KING,

Colonel 4th Infantry.

Major General ANDREW JACKSON,
Commanding S. Division.

True Copy.

R. K. CALL, *Aid-de-Camp.*

Cantonment Montpelier, Feb. 10th, 1819.

SIR: Under date of the 4th inst. I apprised you of the arrival of the expedition sent by the captain general of the island of Cuba to reoccupy, for his Catholic Majesty, the province of West Florida. I have now the honor to report, that the flag of the United States was struck at Pensacola and the fort of St. Carlos de Barrancas, at 8 o'clock, A. M. on the 8th inst. and those posts delivered up to

major general John M. Echeviere, duly authorized to receive them; the correspondence which passed between the Spanish general and myself is enclosed.

I am mortified to state, that I have left Pensacola with my quartermaster's department upwards of \$4,000 in debt to the inhabitants of that place. The knowledge of this state of things will give you as much chagrin as it has given to me; but I confidently trust you will do me the justice to believe no part of the blame is chargeable to my account, as I have, time after time, reported myself without funds, in debt, and without credit. To transport the public property from Pensacola, I was compelled to resort to the odious practice of impressment, and the expense to the United States will be at least 100 per cent. greater than if I had been in funds.

Under date of the 27th of November, you informed me that capt. Hunt, assistant deputy quartermaster general, was attached to my command, and ordered to report to me. He has never made his appearance, and as the dilemma in which I am placed has been measureably caused by his neglect of duty, I have to solicit his arrest for disobedience of your orders, unless his destination has been subsequently changed by competent authority. By your letter it appears that you had ordered him to this country to pay the debts of the Tennessee brigade; if so, that duty was also neglected; for, instead of coming, he required persons having claims of that description, against the United States, to attend at his office in the city of New Orleans, for settlement.

I had yesterday the honor to receive from major general Gaines a draft on the officer having charge of the quartermaster general's department at New Orleans, for \$6,000; but from that quarter I expect no relief, or I should long since have drawn on him myself for funds.

I have the honor to be,

With great respect,

Your obdt. servant,

WM. KING,

Col. 4th Infantry.

Maj. Gen. ANDREW JACKSON,
Commanding Southern Division.

True Copy.

R. K. CALL, *Aid-de-Camp.*

ADJT. & INSPECTOR GEN'S OFFICE,
4th November, 1819.

SIR: I have received your summons, as judge advocate of the general court martial ordered to convene at Mobile, on the 25th of

October last, for the trial of Col. King, to give testimony in behalf of the accused. That summons is dated Nashville, September 1st, and the envelope bears the post mark "Tensaw, A. T. 10th October." It was received by me on the 1st inst. since which, a letter to the War Department, written by major J. B. Hogan, has been shewn to me, stating, that col. King is advised that interrogatories would be put to me in support of the charges on which the colonel was to be tried.

Having been left on duty here by the Secretary of War, I yesterday took the earliest moment to submit to the President, on his arriving in this city, as well the interrogatories as your summons; at the same time stating, that I had, by order of the Secretary of War, sent to the commanding general of the south division, to be put into the hands of the judge advocate, copies of all communications relating to the transportation referred to in the interrogatories, with duplicate copies to col. King. The President directed me to transmit another certified copy of the same, to you, with such further copies as might be connected with the subject. The copies are herewith enclosed. *They contain all the evidence which could be given by me,* as a witness, either for or against colonel King. The President does not authorize me to go to Mobile to attend the court.

Perhaps it may be proper and respectful to explain to the court that, since col. King was arrested, he has corresponded with me, and asked for copies on this subject, which have been sent to him by mail, which could not have reached him on the 10th of October, when the summons, which appears to be directed in his own hand, was mailed at Tensaw. I now enclose copies to shew that I have already sent all that he required.

The colonel has also transmitted, under cover, to me, interrogatories to be answered by Mr. Graham, who was acting Secretary of War, when the orders of the War Department were given for transporting the troops from Baltimore, in the fall of 1817. Those interrogatories have been answered by Mr. Graham, and returned to the colonel by me. Although the interrogatories (signed by major Hogan) do not come from the court, the judge advocate, or the accused, I should answer them under oath, if I saw any thing in them not explained by the official correspondence.

I herewith transmit a copy of these interrogatories, and an extract from captain Hook's muster roll, of November, 1817. Of other orders col. King may have received direct from Mr. Graham, I can give no copies or evidence.

I have the honor to be, Sir,

Your obedient servant,

D. PARKER,

Adjt. and Insp. General.

S. D. HAYS, Esq.

*Army Judge Advocate, and Judge
Advocate of the general court mar-
tial for the trial of Colonel King.*

ADJT. & INSP. GEN'S OFFICE,
May 2d, 1820.

I certify that the foregoing are true copies of the originals on file in this office.

D. PARKER,
Adjt. and Insp. General.